



Public Service Commission of South Carolina
Tariff Summary Sheet as of April 6, 2010

Embarq Communications, Inc. d/b/a CenturyLink Communications

Tariff Service: Local

This document is the complete version of the tariff on file and contains the following approved revisions. Detailed information is available for each revision on the Commission's E Tariff website (<http://etariff.psc.sc.gov>).

| Revision | Date Filed | Effective Date | # of Pages |
|--|------------|----------------|------------|
| E2010-83 | 3/29/10 | 4/6/10 | 3 |
| <u>Summary:</u> This filing adds language to clarify the Company's limitations of liability regarding service irregularities resulting from unauthorized access or hacking. | | | |
| E2009-353 | 10/5/09 | 11/6/09 | 2 |
| <u>Summary:</u> This filing introduces the CenturyLink d/b/a as reflected on the revised Title page. | | | |
| E2009-215 | 7/16/09 | 8/21/09 | 9 |
| <u>Summary:</u> This filing introduces Month-to-Month rates for Exchange Flat Rate Service, Primary Rate Interface (PRI), and Centrex Service. This filing also revises the Term Discount Plan (TDP) regulations associated with these services to automatically default to Month-to-Month rates upon expiration of a TDP unless the customer selects a new TDP. | | | |

LOCAL EXCHANGE SERVICES

TARIFF SCHEDULE
APPLICABLE TO
LOCAL EXCHANGE SERVICES
WITHIN
THE STATE OF SOUTH CAROLINA
ISSUED BY
EMBARQ COMMUNICATIONS, INC.

South Carolina Public Service Commission
South Carolina P.S.C. Local Exchange Tariff No. 1

This Tariff contains the regulations and rates applicable for the furnishing of Local Exchange telecommunications services provided by Embarq Communications, Inc. **d/b/a CenturyLink Communications** within the State of South Carolina. This Tariff is on file with the South Carolina Public Service Commission.

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Adoption Notice

Effective September 16, 2009, the Public Service Commission of South Carolina approved the use by Embarq Communications, Inc. of the fictitious name CenturyLink. Effective October 19, 2009, Embarq Communications, Inc. began operating under the name CenturyLink Communications. As such, Embarq Communications, Inc. d/b/a CenturyLink Communications hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed by it, all schedules, rules, notices, concurrences, schedule agreements, divisions, authorities or other instruments whatsoever, heretofore filed with the South Carolina Public Service Commission, State of South Carolina, or adopted by Embarq Communications, Inc.

By this notice, Embarq Communications, Inc. d/b/a CenturyLink Communications also adopts and ratifies all supplements or amendments to any of the above schedules, etc., which Embarq Communications, Inc. has heretofore filed with said Commission.

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LOCAL EXCHANGE SERVICES

APPLICATION OF TARIFF

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end user local exchange communications services by Embarq Communications, Inc., hereinafter referred to as the Company, to Customers within the state of South Carolina. Services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

LOCAL EXCHANGE SERVICES

EXPLANATION OF SYMBOLS

When changes are made on any Tariff page, a revised page will be issued canceling the Tariff page affected; such changes will be identified through the use of the following symbols:

- C - To signify a "Change" in existing rate and/or regulation.
- D - To signify the "Deletion/Discontinuance" of rates, regulations, and/or text.
- I - To signify a rate "Increase."
- M - To signify matter "Moved/Relocated" within the Tariff with no change to the material.
- N - To signify "New" text, regulation, service, and/or rates.
- R - To signify a rate "Reduction."
- T - To signify a "Text Change" in Tariff, but no change in rate or regulation.
- Z - To signify a correction.

The above symbols will apply except where additional symbols are identified at the bottom of an individual page.

LOCAL EXCHANGE SERVICES

Trademarks and Service Marks Used in this Tariff

Below is a list of trademarks which may be used in this tariff. These designations will not be listed hereafter in the tariff. However, the laws regarding trademarks and service marks will still apply. Trademarks that are owned by Embarq Communications, Inc. cannot be used by another party without authorization.

EMBARQTM
EMBARQSM

ISSUED:
09-21-06

State Tariffs
5454 West 110th Street
Overland Park, Kansas 66211

EFFECTIVE:
10-06-06

LOCAL EXCHANGE SERVICES

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| 1. <u>DEFINITIONS</u> | 1 |

LOCAL EXCHANGE SERVICES

1. Definitions

Certain terms used generally throughout this Tariff for services furnished by the Company are defined below.

Access Line

A Telephone facility which permits access to and from both the Customer's premises and the telephone exchange or serving central office.

Account

A Company accounting category containing one or more residential local exchange access lines billed to the same customer at the same address. The second or non-primary local exchange access line will not share any call allowances of the primary local exchange access line. Therefore, the second or non-primary local exchange access line will not be provisioned to include a separate call allowance structure. No features are included with the additional or non-primary local exchange access line.

Agent

A business representative, whose function is to modify, affect, accept performance of, or terminate contractual obligations between the Company, its applicants or Customers.

Applicant

A person who applies for telecommunications service, including persons seeking reconnection of their service after Company-initiated termination.

Application

A request made orally or in writing for telephone service.

Billing Cycle

The frequency with which customer bills are rendered. Customer bills are typically generated once each month. For purposes of billing, a month is considered to consist of thirty days.

Building

A structure under one roof and of such a nature that it can in itself fulfill the requirements of a business or residence establishment, or both; or two or more structures that are connected by means of enclosed passageways (overhead bridges, subways, or a ground level) or common basements, permitting access from one building to the other, that are suitable for the routing, placing, and proper protection of inside applicable and wire type facilities. In no case can conduit be considered an enclosed passageway.

Central Office

A switching unit in a telephone system which provides service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting Customer lines and trunks or trunks only. There may be more than one central office in a building or exchange.

LOCAL EXCHANGE SERVICES

1. Definitions (Continued)Class of Service

The categories of service generally available to the Customer, such as business and residential services.

Commission

The South Carolina Public Service Commission of the State of South Carolina.

Company

Embarq Communications, Inc., the issuer of this Tariff.

Competitive Local Exchange Carrier (CLEC)

A common carrier that is issued a Certificate of Public Convenience and Necessity to provide local exchange telecommunications service for a geographic area specified by such carrier within the State of South Carolina.

Completed Call or Telephonic Communication

A call, or other telephonic communication, originated by a person or mechanical/electrical device from a telephone number to another telephone number which is answered by a person or mechanical/electrical device. The numbers may be located any distance apart within the state; and the communication may consist of voice, data, the combination of both, or other transmission via a wire or wireless medium; and may be for any duration of time.

Connecting Company

A corporation, association, partnership or individual owning or operating one or more telephone exchanges and with which communications services are interchanged.

Construction Charges

Separate charges made for the construction of facilities in excess of those contemplated under the rates quoted in this Tariff.

Continuous Property

Continuous property is defined as a plot of ground, together with any buildings thereon, occupied by the Customer; which is not separated by public thoroughfares or by property occupied by others.

Cost

The cost of labor and materials, which includes appropriate amounts to cover the Company's general operating and administrative expenses.

LOCAL EXCHANGE SERVICES

1. Definitions (Continued)Customer

The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the terms and conditions of this Tariff.

Customer Premises

A location designated by the customer for the purposes of connecting to the Company's services.

Customer Provided Equipment (CPE)

All communications systems, devices, apparatus and their associated wiring, provided by Customer.

Date of Presentation

Postmark date on billing or notice envelope.

Dedicated

A facility or equipment system or subsystem set aside for the sole use of a specific Customer. This term is generally used to describe higher capacity trunks used in typical commercial applications.

Directory Listing

A publication in the ILECs alphabetical directory of information relative to a Customer's name or other identification and telephone number.

Disconnect Notice

The written notice sent to a Customer following billing, notifying the Customer that service will be discontinued if charges are not satisfied by the date specified on the notice.

End Office

Denotes the LEC switching system office or service wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

Equal Access

A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the selected IXC's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the IXC.

Exchange Access Line

The serving central office line equipment and all Company plant facilities up to and including the Company-provided Standard Network Interface. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for long distance message telecommunications service and for local calling appropriate to the tariffed use offering selected by the customer.

LOCAL EXCHANGE SERVICES

1. Definitions (Continued)Exchange/Exchange Area

A geographical area established for the administration of telephone service in a specified area, called the "Exchange Area", which usually embraces the city, town or village, and its surrounding area. It may contain one or more central offices together with the associated plant, equipment and facilities used in furnishing communication service within an exchange area.

Holiday

New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day.

Increment

Units of measurement defined as minutes, messages or other units charged to a Customer for use of service.

Incumbent Local Exchange Carrier (ILEC)

ILEC refers to the dominant local exchange carrier(s) in an area also served by the Company.

Installation Charge

A nonrecurring charge made at the time of installation of communications service which may apply in place of or in addition to service charges and other applicable charges for service or equipment.

Interexchange Carrier (IXC)

See Long Distance Provider.

Interface (also see Point of Demarcation)

The term "Interface" denotes that point on the premises of the Customer at which provision is made for the connection of customer provided facilities or in a residence to facilities provided by the Company.

Interface Equipment

Equipment provided by the Company at the interface location to accomplish the direct electrical connection of facilities provided by the Company with facilities provided by the Customer.

Local Access and Transport Area (LATA)

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

LOCAL EXCHANGE SERVICES

1. Definitions (Continued)Local Calling Area

That geographic area throughout which a Customer of local exchange service obtains telephone service without payment of a toll charge. It includes the home exchange and may also include other nearby exchanges. A local calling area may consist of one, or more than one, central office areas.

Local Exchange Service

The provision of an access line and usage within a local calling area for the transmission of one way and/or two-way interactive switched voice communication.

Long Distance Provider

A long distance telecommunications services provider, also known as IXC or Interexchange Carrier.

Minimum Service Term

The minimum length of time for which a Customer is obligated to pay for service, whether or not retained by the Customer for such minimum length of time.

Monthly Recurring Charges

The monthly charges paid by the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Network Control Signaling

The transmission signals used in the telecommunications network which perform functions such as supervision (control, status and charging signals), address signaling (e.g., dialing), calling and called number identification, and audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of switching machines in the telecommunications network.

Nonrecurring Charge

The one-time initial charge for services or facilities, including but not limited to charges for construction, installation or special fees for which the Customer becomes liable at the time the service order is executed.

Non-Sufficient Funds (NSF) Check

Any negotiable instrument returned by the bank, savings institution, or other eligible institutions which is returned by that institution with one of the following instructions: non sufficient funds, uncollected funds, account closed, account frozen or no account.

Not Available (N/A)

Service or rate is not available.

LOCAL EXCHANGE SERVICES

1. Definitions (Continued)ORS

The term "ORS" is the acronym for the South Carolina Office of Regulatory Staff.

Person

A person, firm, partnership, corporation, association, municipality, organization, government agency, real estate trust, or other legal entity.

Point of Demarcation (Also, see Interface)

The point, usually a Network Interface Device (NID), where Company network services, or facilities terminate and the Company's responsibility for installing and maintaining such services or facilities ends.

Premises (Same)

The term "Same Premises" (except in connection with inside moves) shall be interpreted to mean:

- a. the building or buildings, together with the surrounding land occupied or used in the conduct of one establishment or business, or as a residence, and not intersected by a public thoroughfare or by property occupied by others; or
- b. the portion of the building occupied by the Customer, either in the conduct of his/her business or as a residence, and not intersected by a public corridor or by space occupied by others; or
- c. the building or portion of a building occupied by the Customer in the conduct of his/her business and as a residence provided both the business and residence bear the same street address; or
- d. the continuous property operated as a single farm not intersected by a public thoroughfare.

In connection with inside moves, the term "Same Premises" is to be interpreted to mean the building or portion of a building occupied as a unit by the customer in the conduct of his/her business or residence, or a combination thereof, and not intersected by a public thoroughfare, a corridor or space occupied by others.

Registered Equipment

The term "Registered Equipment" as used in this Tariff denotes equipment which complies with and has been approved within the registration provisions of Part 68 of the Federal Communications Commission's Rules and Regulations.

Service Area

The area in which the Company is authorized to provide service.

Serving Central Office

The term "Serving Central Office" denotes the LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

LOCAL EXCHANGE SERVICES

1. Definitions (Continued)Service Connection Charge

The nonrecurring charge a Customer is required to pay at the time of the establishment of telephone service or subsequent additions to that service.

Service Order

The request for the Company's services executed by the Customer and the Company in the format devised by the Company. The acceptance by the Company and the Customer initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff.

Serving Wire Center

A serving wire center denotes the wire center from which the Customer designated premises would normally obtain dial tone from the Company.

Tariff

The rates, charges and regulations adopted and filed by the Company with the South Carolina Public Service Commission of the State of South Carolina.

Termination

Permanent disconnection of telecommunications service.

Termination Charge

A charge applied under certain conditions when a contract for service is terminated by the Customer before the expiration of the minimum contract period.

Touch Tone Calling

Touch Tone Calling provides for the origination of calls by means of instruments equipped for tone-type address signaling and special central office facilities. The service is furnished subject to the availability of the central office facilities. All Local Exchange Service lines will be equipped for Touch Tone Calling except for dial-type lines served from a central office where the special features for Touch Tone Calling Service are not available. In order to produce outward dial capability on such non-Touch Tone dial-type lines, a Touch Tone to Dial Pulse Converter is required.

User or End User

Any person who uses telecommunications services provided by the Company under the jurisdiction of the South Carolina Public Service Commission.

Wire Center

Physical structure that houses one or more central office switching systems.

Voice Grade Facility

A communications path between two points comprised of any form or configuration of physical plant capable of and typically used in the telecommunications industry for transmission within the frequency bandwidth of approximately 300 to 3000 Hertz.

LOCAL EXCHANGE SERVICES

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LOCAL EXCHANGE SERVICES

2. General Regulations2.1 Undertaking of the Company2.1.1 Scope

- a. The Company undertakes to provide the services offered in this Tariff under the terms and conditions and at the rates and charges specified.
- b. Service will be provided where facilities, ordering and billing capabilities, and the resale of necessary underlying network elements are technologically available and operationally and/or economically feasible. The furnishing of service under this Tariff is subject to the continuing availability of all necessary facilities.
- c. The Company reserves the right to limit use of facilities, when necessary, due to a shortage of facilities or other cause beyond the Company's control.
- d. The Company's services are available for use twenty-four hours per day, seven days per week.

2.1.2 Use of Service

- a. The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- b. The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false call or credit cards is prohibited.
- c. The Company does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.
- d. The Company's services may be canceled, with notice, for nonpayment of uncontested bill charges or for other violations of this Tariff.
- e. The use and restoration of service in emergencies shall be in accordance with the Federal Communications Commission's Rules and Regulations and the Regulations of the Commission which specify the priority system for such activities.

LOCAL EXCHANGE SERVICES

2. General Regulations2.1 Undertaking of the Company2.1.2 Use of Service (Continued)

- f. Telephone facilities are furnished for the use of the subscriber, employees, agents, or representatives of the subscriber or members of the subscriber's domestic establishment. The preceding applies except as the use of the service may be extended, in addition to other services, which may be separately ordered, to the following: patrons of hospitals subscribing to flat or message rate service, patrons of hotels subscribing to message rate service, members of clubs, students living in quarters furnished by schools, colleges, or universities, persons temporarily subleasing a subscriber's residential premises, or subscribers of access line service for Payphone Line Service. If a situation exists where a portion of the customer's telephone service is determined to be Shared Tenant and another portion qualifies as one of the above exceptions (i.e. a retirement home with an infirmary on campus) and all of this customer's service at that location is served by the same system, the appropriate service to the customer would be Shared Tenant Service.
- g. Except as otherwise provided in this tariff, service furnished by the Company is intended only for communications in which the subscriber has a direct interest and shall not be used for any purpose for which a payment or other compensation shall be received by him from any other person, firm or corporation for such use, or in the collection, transmission or delivery of any communication for others.
- h. Since the subscriber has exclusive control of his communications over the facilities furnished him by the Company, and of the other uses for which facilities may be furnished him by the Company, and because of unavoidableness of errors incident to the services and to the use of such facilities of the Company, the services and facilities leased by the Company are subject to the terms, conditions and limitations specified.
- i. Unauthorized Attachments or Connections - No equipment, apparatus, circuit or device not furnished by the Company shall be attached to or connected with the facilities furnished by the Company, whether physically by induction or otherwise, except as provided in this tariff. In case such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same; or to suspend the service during the continuance of said attachments or connections; or to terminate the service.

The provisions preceding shall not be construed or applied to bar a subscriber from using devices which serve his convenience in his use of the facilities of the Company in the service for which they are furnished under this tariff, provided any such device so used would not endanger the safety of Company employees or the public. Such devices should also not damage, require change in or alteration of, or involve direct electrical connection to the equipment or other facilities of the Company, or interfere with the proper functioning of such equipment or facilities; or impair the operation of the telephone system or otherwise injure the public in its use of the Company's services.

LOCAL EXCHANGE SERVICES

2. General Regulations2.1 Undertaking of the Company2.1.2 Use of Service (Continued)

- j. Devices provided by the subscriber to obtain quietness or privacy may be used in conjunction with the telephone instrument furnished to the subscriber by the Company, provided any such device does not involve direct electrical connection to the equipment of the Company except as provided for in Section 15 of this tariff.
- k. Except as otherwise provided in this tariff, nothing shall be construed to permit the use of a recording device, or of a device to interconnect any line or channel of the Company with any other communication line or channel of the Company or of any other person.

l. Broadcast of Recordings of Telephone Conversations

The provisions of Section 2.2.3 preceding shall not apply to the broadcasting of a recording of a telephone conversation during the period of recording provided that, in the interest of protecting the privacy of telephone service, the recording is made in accordance with the regulations governing connection with subscriber-provided voice recording equipment.

- m. The Company may, without notice, (consistent with governing laws or regulations) block traffic to local telephone exchanges ("NXX exchanges") individual telephone stations, groups or ranges of individual telephone stations, or calls using certain customer authorization codes ,whenever the Company deems it necessary to take such action to prevent (1) the unlawful use of service; (2) nonpayment for service; (3) the use of service in violation of this Agreement; or (4) network blockage or the degradation of service furnished to the Customer or other Customers.

2.1.3 Shortage of Equipment or Facilities

- a. The Company reserves the right to limit or allocate the use of existing services, or additional services offered by the Company, when necessary because of lack of facilities, or due to other causes beyond the Company's control.
- b. The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities, as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.1 Undertaking of the Company (Continued)2.1.4 Terms and Conditions

- a. Except as otherwise stated in this Tariff, service is provided on the basis of a minimum period of thirty days. For the purposes of computing charges in this Tariff, a month is considered to have 30 days.
- b. Customers may be required to enter into written agreements which shall contain or reference a specific description of the service(s) ordered, the rate(s) to be charged, the duration of the service(s), and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- c. Except as otherwise stated in the Tariff, at the expiration of the initial term specified in each written agreement or service order, or in any extension thereof, service shall continue on a month-to-month basis, unless terminated by either party upon thirty days' notice. Any termination shall not relieve the Customer of its obligation to pay any charge incurred under the service order and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- d. This Tariff shall be interpreted and governed by the laws of the State of South Carolina without regard for its choice of laws provision.

2.1.5 Service Connections and Facilities on Customers' Premises

All services provisioned through the facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents, vendors or contractors.

The Company does not guarantee availability by any specific date and shall not be liable for any delays in commencing service to any Customer.

The Company shall use reasonable effort to maintain only the services and equipment that it furnishes to the Customer. The Customer or authorized user may not, nor may he permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or equipment used by the Company, except upon the written consent of the Company.

Equipment the Company provides or installs at the Customer's premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided the equipment.

The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer or authorized user when the service difficulty or trouble report results from the use of equipment or facilities the Customer or authorized user provided.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.1 Undertaking of the Company (Continued)2.1.6 Provision of Equipment and Customer Facilities

The Company shall not be responsible for the installation, operation, or maintenance of Customer provided communications equipment. Where such equipment is connected to the services furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of services offered under this Tariff and to the maintenance and operation of such services. Subject to this responsibility, the Company shall not be responsible for:

- a. The transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- b. The reception of signals by Customer provided equipment.

The Customer or authorized user is responsible for ensuring that Customer provided equipment connected to Company equipment and services is compatible with those of the Company and in compliance with this section. The magnitude and character of the voltages and currents impressed on Company provided services and wiring by the connection, operation, or maintenance of such services and wiring shall be such as not to cause damage to the Company provided services and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

Any special interface equipment necessary to achieve compatibility between the services of the Company and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

The Company may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the Tariffs of the other communications carrier which are applicable to such connections.

A Customer or authorized user may transmit or receive information and signals via the services of the Company. The Company's services are designated primarily for the transmission of voice-grade telephone signals, except as otherwise stated in this Tariff. A Customer or authorized user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephone communication except as specifically stated in this Tariff.

c. Station Equipment

Customer provided terminal equipment on the premises of the Customer or authorized user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer or authorized user. Conformance of Customer provided station equipment with Part 68 of the FCC Rules is the responsibility of the Customer.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.1 Undertaking of the Company (Continued)2.1.6 Provision of Equipment and Customer Facilities (Continued)d. Inspections

Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer or authorized user is complying with the requirements set forth above for the installation, operation, and maintenance of Customer provided facilities, equipment, and wiring in the connection of Customer provided facilities and equipment to Company owned facilities and equipment.

If the protective requirements for Customer provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its services, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take such action. If the Customer fails to do this, the Company may take whatever additional action the Company deems is necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm.

e. Testing and Adjusting

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's services or underlying carrier's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

2.1.7 Maintenance and Repairs

All ordinary expense of maintenance and repairs, unless otherwise specified in this tariff, is borne by the Company. In case of damage, loss, theft or destruction of any of the Company's property due to the negligence or willful act of the subscriber or other persons authorized to use the service and not due to ordinary wear and tear or causes beyond the control of the subscriber, the subscriber shall be required to pay the expense incurred by the Company in connection with the replacement of the property damaged, lost, stolen, or destroyed or the expense incurred in restoring it to its original condition.

2.1.8 Work Performed Outside Regular Working Hours

The rates and charges specified in this tariff contemplates that all work in connection with furnishing or rearranging service is to be performed during regular working hours. Whenever a subscriber requests that work necessarily required in the furnishing or rearranging of his service be performed outside the Company's regular working hours or that work once begun be interrupted so that the Company incurs costs that would not otherwise have been incurred, the subscriber may be required to pay, in addition to the other rates and charges specified in this tariff, the amount of additional costs incurred by the Company as a result of the subscriber's special requirements.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.2 Limitation of Company's Liability2.2.1 General

- a. Because the customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services, functions, and products the Company furnishes are subject to the terms, conditions, and limitations specified in this Tariff and to such particular terms, conditions, and limitations as set forth in the special rules and regulations applicable to the particular services, functions, and products furnished under this Tariff. These limitations shall not limit any right the Company may have to be indemnified, defended, or held harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees), and consequential damages of such third persons.
- b. The liability of the Company for damages arising directly or indirectly out of the furnishing of these services, functions, or products, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, functions, or products or arising out of the failure to furnish the service, function, or product, whether caused by acts of commission or omission, shall be limited to the extension of allowances, if any for interruption. The credit will be equal to a prorated portion of the monthly recurring charge for all services interrupted. The extension of such allowances for interruption shall be the sole remedy of the Customer or authorized user and the sole liability of the Company. The Company will not be liable for any indirect, special, consequential, exemplary or punitive damages a customer may suffer, including lost business, revenues, profits, or other economic loss, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents, whether or not foreseeable, and regardless of notification by any party of the possibility of such damages.
- c. The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.
- d. Due to the interdependence among telecommunications providers and the interrelationship with non-Telephone Company processes, equipment and systems, the Company is not responsible for failures caused by circumstances beyond its control including, but not limited to, failures caused by: (1) the customer; (2) other telecommunications providers; or (3) customer premises equipment. In addition, the Company does not ensure compatibility between Company and non-Telephone Company services used by the customer.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.2 Limitation of Company's Liability (Continued)2.2.1 General (Continued)

- e. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Tariff section as a condition precedent to such installations.
- f. The Company is not liable for any defacement of or damage to the premises of a customer, end-user, or authorized user, resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.
- g. The Company shall not be liable for any damages resulting from delays in meeting any service dates.
- h. The Company shall not be liable for any damages whatsoever to persons or property resulting from the installation, maintenance, repair or removal of equipment and associated wiring.
- i. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular use, except those expressly set forth herein.
- j. Failure by the Company to assert its rights pursuant to one provision of this Tariff does not preclude the Company from asserting its rights under other provisions of this Tariff.
- k. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered until this Tariff.
- l. The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the Customer's circuits, facilities, or equipment connected to the Company's services provided under this Tariff, including, without limitation, Workmen's Compensation claims, actions for unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the Customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this Tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the customer, its officers, agents or employees.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)

2.2 Limitation of Company's Liability (Continued)

2.2.1 General (Continued)

m. The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the Customer or third parties arising out of any act or omission of the Customer in the course of using services provided under this Tariff.

n. **Unauthorized Access and Hacking:** Except for physical damage to Customer's transmission facilities or Customer premise equipment directly caused by the Company's negligence or willful misconduct, the Company is not responsible for unauthorized access to, or alteration, theft, or destruction of, Customer's equipment, data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across Company-provided network facilities or Customer premise equipment. Customer is responsible for any Company service or usage charges resulting from any such unauthorized access, unless a tariff, schedule or other written agreement expressly states otherwise.

(N)

(N)

2.2.2 N11 Liability

a. N11 Services (i.e. 911, 711, etc.), except for 411, are offered solely as an aid in handling assistance calls in connection with fire, police and other emergency and non-emergency calls. The company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or person for personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by:

- (1) mistakes or omissions, interruptions, delays, errors or other defects in the provision of service; or
- (2) installation, operation, failure to operate, eminence, removal, presence, condition, local or use of any equipment and facilities furnishing this service; or
- (3) any person who dials or attempts to dial the digits "9-1-1" or to any person who may be affected by the dialing of the digits "9-1-1".

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LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)

2.2.2 N11 Liability (Continued)

- b. The Company is not responsible for any infringement, or invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service and non-emergency N11 service features and equipment associated therewith, or by any services furnished by the Company, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, to the employees or agents of any one of them.
- c. When a customer with a non-published telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local government authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this Tariff, the Customer acknowledges and agrees with the release of information as described above.
- d. The Company's entire liability to any person for interruption or failure of 911 Service shall be limited to the terms set forth in this section and other sections of this Tariff. The Company shall not be liable to any person or entity for any damages whatsoever resulting from or in connection with the provision of access to 911 Service during the temporary denial of a residential subscriber service for non-payment.

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(M) Material now appearing on this page previously appeared on Original Page 9.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.2 Limitation of Company's Liability (Continued)2.2.3 Directory Errors and Omissions

- a. No liability for damages arising from errors or omissions of non-chargeable directory and/or "Information" listings shall be attached to the Company. In the case of chargeable listing, the liability of the Company shall be limited to and satisfied by a refund or credit at the monthly rate for each chargeable listing for each billing period during which the error or omission continues. In accepting listings as prescribed by applicants or subscribers, the Company will not assume liability for the result of their publication in its directories, nor will the Company be a party to controversies arising between subscribers or others as a result of listings published in its directories.
- b. The Customer releases, indemnifies and holds harmless the Company from any and all loss, claims, demands, suits or other action or any liability whether suffered, made instituted or asserted by the customer or any other person, caused or claimed to have been caused directly or indirectly by the publication of a non-published telephone number or the disclosure or nondisclosure of said number to any person. If any action of the Company results in the publication of the unauthorized disclosure of a non-published number, the Company will, at the Customer's request, change the number without charge and refund any non-published number charges for the period of time during which the number was disclosed. For the purposes of this Tariff, non-published information is defined to include the name, address and telephone number of non-published Customers.

2.3 Prohibited Uses

The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.

The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this Tariff. The Customer shall not, without prior written consent of the Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, or disposition without consent shall be null and void.

The Company may require a Customer to immediately cease its transmission of signals if said transmission is causing interference to others.

A Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

A Customer or authorized user shall not represent that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.4 Obligations of the Customer2.4.1 Customer Responsibilities

The Customer shall be responsible for:

- a. The payment of all applicable charges as set forth in this Tariff;
- b. Damage or loss of the Company's or underlying carrier's facilities or equipment caused by the acts or omissions of the Customer or authorized user, or the non-compliance by the Customer or authorized user with these regulations, or by fire or theft or other casualty on the premises of the Customer or authorized user unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- c. Providing, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company services or underlying facilities and equipment installed on the premises of the Customer or authorized user and the level of heating and air conditioning necessary to maintain the proper environment on such premises;
- d. Obtaining, maintaining, and otherwise having full responsibility for all rights of way and conduit necessary for installation of facilities and associated equipment used to provide service to the Customer or authorized user from the point of entry to the termination point of the Customer's premises. Any and all costs associated with obtaining and maintaining the rights of way described herein, including the costs of altering the structure to permit installation of the Company or underlying carrier provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- e. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if harm to the Company's employees or property might result from installation or maintenance by the Company;
- f. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which the Customer is responsible, and obtaining permission for Company agents or employees to enter the premises of the Customer or authorized user at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of service as stated herein, removing the services or equipment of the Company;
- g. Making Company services and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes;
- h. Keeping the Company's and its agents, contractors, and vendors equipment and facilities located on the Customer's premises or rights-of-way obtained by the Customer free and clear of any liens or encumbrances relating to the Customer's use of the Company's services or from the locations of such equipment and facilities.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.4 Obligations of the Customer (Continued)2.4.2 Claims

- a. The Customer or authorized user shall indemnify and hold the Company harmless from claims, loss, damage, expense (including attorney's fees and court costs), or liability for patent infringement and proprietary or intellectual property rights of third parties arising from (1) combining with, or using in connection with facilities the Company furnished, facilities the Customer or authorized user furnished or (2) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including attorney's fees and court costs), or liability arising out of any Commission or omission by the Customer or authorized user in connection with the service. In the event that any such infringing use is enjoined, the Customer or authorized user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer or authorized user shall defend, on behalf of the Company and upon request by the Company, any suit brought for claims asserted against the Company for any slander, invasion of privacy, libel, infringement, or other claims arising from the Customer's own communications.
- b. The customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

2.4.3 Unusual Risk

In the event an application for service asks for installation of service under circumstances which present an unusually high risk of loss or damage to either the Company, its employees or property, or to the applicant's person or property; the Company may require written agreement by the applicant, as a condition of proceeding, that the applicant hold the Company harmless for any loss or damage resulting therefrom, or in lieu thereof the Company may require the applicant to take such action as is necessary to bring the risk of loss or damage to normal level.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.5 Application for Service2.5.1 General

- a. The Company will accept an oral or written application from a Customer requesting to obtain service, or additions to or changes in the existing service of such Customer. The Customer will also be required to execute any other documents as may be reasonably requested by the Company. An applicant for service agrees to pay all charges against such service made in accordance with the provisions of the Tariffs.
- b. An application is merely a request for service and does not in itself bind the Company to provide service.
- c. An applicant for service must pay all previous indebtedness to the Company for telephone services before service will be furnished.
- d. The Company may refuse to furnish service to any applicant for delinquency of a previous occupant of the premises to be served if the previous occupant shall benefit from such new service, or if the new occupant shall benefit from such old service; regardless of the listing requested for such service, until satisfactory arrangements have been made for the payment of such indebtedness.
- e. If telephone service is established and it is subsequently determined that either condition in d. preceding exists, the Company may suspend or disconnect such service until satisfactory arrangements have been made for the payment of the prior indebtedness.
- f. When service has been ordered for the specific needs of a subscriber and the installation thereof is unduly delayed by or at the request of the subscriber, appropriate charges apply for the period of the delay.
- g. When a subscriber requests a change in location of all or a part of the facilities covered by his application for service or requests for additions, rearrangements or modifications of his existing service prior to completion of the work involved, he is required to pay the difference between the total costs and expenses incurred by the Company in completing the work involved and that which would have been incurred had the final location of the facilities been specified initially.

2.5.2 Initial Service Periods

Except as otherwise provided, the initial (or minimum) period for all services and facilities is one month at the same location.

The length of contract period for directory listings, where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to the Customers to the day the succeeding directory is first distributed to Customers.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.5 Application for Service (Continued)2.5.3 Cancellation of Application for Service

When an application for service and facilities or requests for additions, rearrangements, relocations or modifications of service and facilities are canceled in whole or in part prior to completion of the request, the applicant is required to reimburse the Company for all expense incurred in handling the request before notice of cancellation is received. Such charge, however, is not to exceed all charges which would apply if the work involved in complying with the request had been completed.

2.5.4 Business Customers

Business rates apply whenever the use of the service is primarily or substantially of a business, professional institution or otherwise occupational nature, or where the listing required is such as to indicate business use. Business rates apply for:

- a. Offices, stores, factories, boarding houses, offices of hotels and apartment houses, colleges, public private or parochial schools, hospitals, nursing homes, libraries, institutions, churches and all other places of strictly business nature.
- b. Any location where a business designation is provided or when any title indicating a trade, occupation or profession is listed.
- c. Service terminating solely on the answering service facilities of a telephone answering firm will carry business rates.

2.6 Contracts

2.6.1 Contracts for telecommunications service will not be required as a special condition to service except:

- a. As may be required by regulations as set forth in the regular schedule of rates and regulations approved or accepted by the Commission.
- b. In the case of temporary service or service to speculative projects or risk services, in which case a contract may be required for the period of time such service is required.
- c. Rates for special pricing arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for service(s) offered under this Tariff. Rates quoted in response to competitive requests may be different than those specified for such in this Tariff.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.7 Payment Arrangements2.7.1 General

- a. The Customer is responsible for payment of all charges for services furnished, including charges for services originated, or charges accepted. This Customer responsibility also includes charges associated with the fraudulent use of services by the Customer or any end users of the Customer.
- b. The Customer shall pay the amount(s) as specified in the Tariff for the Services. Fixed recurring charges shall be billed in advance after the service date is activated and will be due no later than the bill due date specified on the invoice.
- c. Variable recurring charges and other charges shall be billed as incurred, and will be due no later than the bill due date. Any amount not received within this period will be subject to the Company's late payment charge. The Customer agrees to review each invoice promptly and to notify the Company of any discrepancies within thirty days of receipt of each invoice. In the event the Company's computerized usage recording system fails or is otherwise unavailable for all or part of any billing period, the Company shall be entitled to make a reasonable estimate of the Customer's usage of Services during the period in question for billing purposes.
- d. Any prorated bill shall use a thirty-day month to calculate the prorated amount. Prorating shall apply only to recurring charges. All nonrecurring and usage charges incurred during the billing period shall be billed in addition to prorated amounts.
- e. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed, or in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

2.7.2 Billing and Collection of Charges

Bills are due and payable on the due date displayed on the Customer's bill. A late payment charge, as described in Section 2.7.3 will be applied if payment is not received by the Company on or before the due date.

2.7.3 Late Payment Charge

A late payment charge of 1.5 percent per month shall apply to each Customer's bill when the previous month's bill has not been paid in full, leaving an unpaid balance carried forward. The late payment charge is applied to the total unpaid amount carried forward and is included in the total amount due on the current bill.

A Customer shall not be liable for any Late Payment Charge applicable to a disputed portion of that Customer's bill, so long as the Customer pays the undisputed portion of the bill and enters into bona fide negotiations to resolve the dispute.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.7 Payment Arrangements (Continued)2.7.4 Non-Sufficient Funds Charge

Any negotiable payment instrument submitted in payment for services and subsequently returned to the Company by the Customer's financial institution for "Non-Sufficient Funds" (NSF) or other reasons will incur a nonrecurring charge per Customer, per negotiable payment instrument.

Receipt of a Non-Sufficient Funds Check by the Company, in response to a notice of discontinuance, shall not constitute payment of the Customer's account and the Company will not be required to issue additional notice prior to discontinuance. However, three banking days must be allowed for redemption of such instrument.

The Company may assess a returned check charge for each check returned for insufficient funds, not to exceed the amount allowed by applicable state law as contained in S.C. Code Ann. 34-11-70.

2.7.5 Disputed Bills

In case of a billing dispute between the Customer and the Company as to the correct amount of a bill, which cannot be adjusted with mutual satisfaction, the Customer can follow these procedures:

- a. The Customer may make a request, and the Company will comply with the request, for an investigation and review of the disputed amount.
- b. The undisputed portion of the bill must be paid by the Due By Date shown on the bill or the service will be subject to disconnection if the Company has notified the Customer by written notice of such delinquency and impending disconnection.
- c. If there is still disagreement after the investigation and review by a manager of the Company, the Customer may appeal to the Office of Regulatory Staff (ORS) at the address and telephone number specified below, for its investigation and decision. To avoid disconnection of service, the Customer must submit the claim with the ORS within ten calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such claim must be made or service will be interrupted.

Office of Regulatory Staff
State of South Carolina
P. O. Box 11263
Columbia, SC 29211
Telephone Number: 803-737-5230
Toll Free Number: 800-922-1531
Facsimile Number: 803-737-4750

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.7 Payment Arrangements (Continued)2.7.5 Disputed Bills (Continued)

- d. The Company will not disconnect the Customer's service for nonpayment as long as the Customer complies with b. and c. above.
- e. After the investigation and review are completed by the Company as noted in A. above, if the Customer elects not to make a claim with the ORS, such amount becomes due and payable at once. In order to avoid disconnection of service, such amount must be paid within ten calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted.

2.7.6 Credit

The Company, in order to assure payment by the Customer of charges for service or for loss of or damage to Company property, will require applicants and Customers to establish and maintain credit.

The establishment or re-establishment of credit as provided in this section shall not relieve the applicant or Customer from compliance with other provisions of this Tariff as to the payment of bills, and shall in no way modify the provisions regarding disconnection and termination of service for failure to pay bills due for service furnished.

In order to insure the payment of all charges due for its service, or for loss of or damage to Company property, the Company may require any applicant or Customer to establish and maintain credit by providing information pertinent to the applicant's credit standing.

Telephone Customer credit information will be exchanged between telephone companies and other utilities. Customer credit information will be retained for three years.

If an applicant for service is unable to provide satisfactory credit information, the Company may refuse to provide service unless the Customer agrees to handle payments through a commercial credit card arrangement acceptable to the Company.

2.7.7 Advance Payments

- a. An applicant for service or facilities may be required to pay in advance of installation an amount not to exceed applicable service connection, installation or other nonrecurring charges plus charges for one (1) month of service. Where construction charges are applicable the payment thereof may be required in advance of start of construction.
- b. For the service connection portion above, customers who are not required to pay a security deposit as provided for in 2.7.8 following, may pay the applicable service connection charges in three (3) interest-free monthly payments.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.7 Payment Arrangements (Continued)2.7.8 Deposits

- a. The Company may require from any customer or from any prospective customer, a deposit intended to guarantee payment of bills for service, if any of the following conditions exist:
 - (1) The customer's past payment record to a telephone utility shows delinquent payment practice, i.e., customer has had two (2) consecutive 30-day arrears, or more than two (2) non-consecutive 30-day arrears in the past twenty-four (24) months, or has been sent four (4) or more late payment notices in the past nine (9) months or
 - (2) A new customer cannot furnish either a letter of good credit from a reliable source or an acceptable co-signer or guarantor on the same system within the State of South Carolina to guarantee payment, or
 - (3) A customer has no deposit and presently is delinquent in payments, i.e., customer has had two (2) consecutive 30-day arrears, or more than two (2) non-consecutive 30-day arrears in the past twenty-four (24) months, or customer has been sent four (4) or more late payment notices in the past nine months, or
 - (4) A customer has had his service terminated for non-payment or fraudulent use.
- b. For a new customer, a maximum deposit may be required up to an amount equal to an estimated two (2) months (60 days) bill. For an existing customer who does not at that time have a deposit with the telephone utility, a maximum deposit may be required up to an amount equal to the total actual bills of the highest two (2) consecutive months within the preceding six (6) months. All deposits may be subject to review based on the actual experience of the customer. The amount of the deposit may be adjusted upward or downward to reflect the actual billing experience and the payment habits of the customer.
- c. Interest at the rate of three and one-half (3.5) percent per annum on deposits is allowed to the subscriber during the continuance of the deposit. If held until discontinuance, such deposit and accrued interest, less any and all amounts then due, is upon such discontinuance returnable to the subscriber.
- d. The fact that a deposit has been made in no way relieves the applicant or subscriber from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation, nor constitutes a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.8 Discontinuance of Service2.8.1 Suspension or Termination of Service for Nonpayment

In the event that any bill rendered is not paid in full, the Company may suspend or terminate service in accordance with the rules of the State of South Carolina. If service is suspended or terminated for nonpayment, the Customer will be billed a Service Restoration Charge as well as any payment due upon reconnection of service.

The Company may discontinue service to a Customer after it has mailed or delivered by other means a written notice of discontinuance. Service shall not be discontinued until at least five days after delivery of this notice. The notice of discontinuance shall be delivered separately from any other written matter or bill.

Service will be terminated only on Monday through Thursday between the hours of 8:00 A.M. and 4:00 P.M., unless provisions have been made to have someone available to accept payment and reconnect service.

2.8.2 Fraud

The Company shall have the right to refuse or discontinue service, without advance notice, if the acts of the Customer indicates intention to defraud the Company. This includes fraudulently placing and receiving calls and/or providing false credit information. The customer will be liable for all related costs and will be responsible for payment of any reconnection charges.

2.8.3 Termination for Cause Other than Non-Payment

Upon condemnation of all or any material portion of the facilities used by the Company to provide service to a Customer, or in the event a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service under this Tariff without incurring any liability.

Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition therefore within the time permitted by law, the Company may immediately discontinue or suspend service under this Tariff without incurring any liability.

If all or any portion of the facilities or associated equipment used to provide service to the Customer shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain, Company shall be entitled to elect to terminate service upon written notice to Customer.

Service may be terminated immediately if the Customer is using the service in violation of this Tariff or if the Customer is using the service in violation of the law.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.8 Discontinuance of Service (Continued)2.8.4 Cancellation by Customera. Cancellation of Application for Service

When the Customer cancels an application for service prior to the start of service, no charges will be imposed except for those specified below.

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

Where the Company incurs any expense for the installation of special arrangement of facilities or equipment, and before the Company receives a cancellation notice from the Customer, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on elements such as the cost of the equipment, facilities, and material; the supervision, general and administrative expense; return on investment, and any other costs associated with the special arrangements.

b. Discontinuance of Service

Customers are responsible for notifying the Company of their desire to discontinue service prior to the requested date of disconnection. Customers may cancel service verbally or in writing. Customers who cancel their primary local exchange line will have the entire account disconnected, including any secondary line and all associated features and services. Except as may be otherwise specified elsewhere in this tariff for a particular service, there will be no pro-ration of monthly recurring charges when a Customer cancels service. The company shall hold the customer responsible for payment of all other charges which accrue up to the cancellation date.

2.9 Notices

Notice shall be deemed properly given if delivered in person or when deposited with the U.S. Postal Service.

2.10 Taxes, Fees and Surcharges

The customer is responsible for payment of any sales, use, excise, access, or other local, state, and federal taxes, charges or surcharges (however designated), excluding taxes on the Company's net income, imposed on or based upon the provision, sale or use of services. Any taxes imposed by a local jurisdiction (e.g., county and municipal taxes) will only be recovered from those Customers in the affected jurisdictions.

2.10.1 State Universal Service Assessment

The Telephone Company will assess a fee to support Universal Service in South Carolina. This fee will be a percentage of the regulated end user retail revenue. It is in addition to the monthly access line rates in this Tariff.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.11 Provision and Ownership of Directories

The Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold the Company free and harmless of any claims, loss, damage or liability which may result from the use of such listing. The Company does not undertake to determine the legal, contractual or other right to use of a name to be listed in a telephone directory of the Company.

The Company, in contract with the directory provider, distributes to its Customers without charge such directory information which in its opinion is generally necessary for the efficient use of the service. Any additional directories or information requested by a Customer will be furnished without additional charge where, in the opinion of the Company, such provision will lead to a more efficient use of the service by that particular Customer.

2.11.1. Provision

Directories are regularly furnished to Customers as an aid to the use of telephone services. The Company shall have the right to charge for directories issued in replacement of directories lost, destroyed, defaced, or mutilated while in possession of Customer.

2.12 Provision and Ownership of Telephone Numbers

The Customer has no property right in the telephone number or any right to continuance of service through any particular office. The Company may change the telephone number or the central office designation, or both, of a Customer whenever it is deemed desirable in the conduct of its business.

The numbers will not be changed as a penalty or to enforce payment for directory advertising charges. Changes may be made if required for engineering or technical reasons.

2.13 Assignment or Transfer

a. All service provided under this Tariff is directly or indirectly controlled by the Company, and the customer may not transfer or assign the use of service without the express prior written consent of the Company. All terms and conditions contained in this Tariff and any other contract between the Company and the customer shall apply to all such permitted transferees or assignees. Service previously furnished one subscriber may be assumed by a new subscriber upon due notice of cancellation or in case of abandonment, provided there is no lapse in the rendition of service. Such transfers are subject to service connection charge regulations and may be arranged for in either of two (2) ways:

- (1) If the new subscriber, fully understanding the regulations governing the service and the status of the account, willingly assumes all obligations thereunder, future bills are then rendered to him without an adjustment to or from any particular date, with the Company arranging for the requested change in billing and directory listing.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.13 Assignment or Transfer (Continued)

- a. All service provided under this Tariff ... Such transfers are subject to service connection charge regulations and may be arranged for in either of two (2) ways: (Continued)
 - (2) If the new subscriber does not wish to assume payment of the old account, a new service application is taken and an adjustment in billing is made to and from the date the transfer is effective. The service order charge as specified in Section 4 of this tariff shall apply.
- b. Under either method of transfer the reassignment of the old telephone number to the service of the new party is arranged for only after the former subscriber has given his consent to its use, and then only when, in the judgment of the Company, there exists no relationship, business or otherwise, between the old and new subscriber, and when in the judgment of the Company a change in the telephone number is not required.
- c. When a relationship does exist, business or otherwise, between the old and new subscribers, the reassignment of the old telephone number will not be permitted unless all charges due under the current account have been paid, and then only when in the judgment of the Company a change in the telephone number is not required.

2.14 Network Interface Device

- 2.14.1 The Network Interface Device or NID provides an interface or demarcation point for the connection of the customer premises inside wire and consists of a miniature modular standard jack and is provided as part of the Exchange Access Line. The NID will be installed at the customer's premises at a location determined by the Company which is accessible to the customer. The normal location of the standard NID would be in close proximity to the protector or equivalent where the Company facilities enter the customer's premises, wherever practicable.
- 2.14.2 Customer premises inside wire is defined as that wire, including connectors, blocks and jacks, within a customer's premises that extends between the termination of the Exchange Access Line and those standard jack locations within the customer's premises to which terminal equipment can be connected for access to the Exchange Access Line.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.15 School and Library Discounts

Pursuant to FCC Docket No. 96-45, FCC 97-157 (Universal Service Order), schools and libraries may be eligible for reduced rates funded by the federal universal service fund.

2.15.1 General

The Universal Service Support Mechanism was established to ensure affordable telecommunications service to all Americans including low-income consumers and eligible schools and libraries. Public and private schools (grades Kindergarten - Twelve) and public libraries, may be eligible for discounts (Support) through the Schools and Libraries Universal Service Support Mechanism (E-Rate Program) in connection with the purchase of the Company's services and equipment (Service). In addition, these Customers may be eligible for state or local corollaries to the E-Rate Program.

2.15.2 Application for Supporta. E-Rate Program

The Customer will abide by all E-Rate Program rules for receipt of Support. The Customer is responsible for applying to the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (or other authorized E-Rate Program administrator) for Support from the E-Rate program each year the Customer is eligible for the Support. The Customer will notify the Company in writing within 30 days of its receipt of a Funding Commitment Decision Letter from the SLD along with a copy of the notice and other relevant documentation as requested by the Company.

b. Other Funding Sources

The Customer is responsible for applying for Support from state and/or local administrators (Funding Sources). The Customer will notify the Company in writing within 30 days of its receipt of a Support commitment from such Funding Sources and will include a copy of its application, Funding Source Support documentation, and other relevant documentation as requested by the Company.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.15 School and Library Discounts (Continued)2.15.3 Receipt of Supporta. E-Rate Program

The Customer will pay, in full, all invoices issued by the Company prior to the Company's receipt of notification from the Funding Source acknowledging the Customer's receipt of Service. Upon notification, the Company will apply discounts to the Customer's invoices or reimburse the Customer according to the Funding Commitment Decision Letter. The Customer is responsible to apply for SLD reimbursement (instead of receiving discounted Company bills) for all eligible customer premise equipment rentals or other financed arrangements. The Company reserves the right to require the Customer to seek SLD reimbursement (instead of receiving discounted Company bills) if the Customer has not received its Funding Commitment Decision Letter from the SLD by December 31 of the funding year. All discounts or reimbursements will be retroactive to the date authorized by the SLD funding year. The Company will either apply a credit to the Customer's account or provide the Customer with a check corresponding to the appropriate amount of Support based on Service received.

b. Other Funding Sources

The Customer will pay, in full, all invoices issued by the Company prior to the Company's receipt of notification from the Funding Source acknowledging the Customer's receipt of Service. Upon notification, the Company will apply discounts or reimburse the Customer for Service delivered corresponding to the Funding Source acknowledgement. These discounts or reimbursements will be retroactive to the date authorized by the Funding Source funding year. The Company may reimburse the Customer with a credit to the Customer's account or with a check corresponding to the appropriate amount of Support based on Service received.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.15 School and Library Discounts (Continued)2.15.4 Failure to Obtain Support

- a. The Customer will reimburse the Company if the FCC, SLD or Funding Sources fail to do so or if the FCC, SLD or Funding Sources reclaim any portion of Support sent to the Company on Customer's behalf. Customer will not be responsible for Support withdrawn due to the Company's material failure to provide Service.
- b. The Company is not responsible for the Customer's compliance with FCC, SLD or Funding Source rules and regulations, the Customer's applications for Support, or any decisions or actions by the FCC, SLD or Funding Sources with respect to the Customer.
- c. For Service agreements of more than one year, the Customer may not terminate the Agreement based solely on its failure to receive Support.

2.16 Promotional Offerings

The Company may, from time to time, engage in special promotional service offerings designed to attract new Customers or to increase existing Customers awareness of a particular tariff offering. These offerings may be limited to certain dates, times and/or locations. The Company will file all promotions in transmittal letter format for prior review with the Commission and ORS. The promotions will be limited in terms of length of time offered and will not be published in the Company's tariff.

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LOCAL EXCHANGE SERVICES

3. BASIC LOCAL EXCHANGE SERVICE

3.1 GENERAL

- a. Local Exchange Service provides an individual Exchange Access line with Touch Tone Calling for the transmission of one-way or two-way switched voice or data communication within a Local Calling Area offered pursuant to this Tariff. Local Exchange Service provides a Customer with a connection to the public switched network which enables the Customer to:
- (1) receive calls from other stations on the public switched telephone network;
 - (2) access the Company's Local Calling Area as set forth in this Tariff as well as the services of long distance carriers; and
 - (3) access (at no additional charge) the Company's operator and customer service center for service related assistance; access toll-free telecommunications services such as 800, 800, 877 NPA; and access 9-1-1 service for emergency calling.
- b. Exchange access lines are subject to the nonrecurring charges specified in Section 4 of this tariff.
- c. The rates for service and equipment not specifically shown in this Section are presented in other Sections of this tariff.

3.2 TERM DISCOUNT PLAN (TDP)

a. General

- (1) A Term Discount Plan (TDP) provides Business customers with discounted rates.
- (2) **Upon expiration of the TDP service commitment period, the customer may subscribe to a new TDP at the prevailing rates set forth in Section 3.4.1.b. following. At the end of the TDP service commitment period there is no automatic renewal of the TDP, and the rates will convert to the prevailing Month-to-Month rates unless the customer selects a new TDP.** (C)
- (3) Commission approval of the above termination liability language is not to indicate that the Commission has approved any terms or provisions contained therein. Signatories to such contracts shall be free to pursue whatever legal remedies they may have should a dispute arise. (C)

b. Termination Liability Charges

- (1) If a TDP customer disconnects any or all of the business services subscribed to under the TDP, a termination liability charge will apply for the lines that are disconnected. The termination liability charge will be a one-time charge of \$50.00 per business service that is prematurely disconnected.
- (2) If a TDP customer retains the access line associated with a Business package, but discontinues any or all of remaining features and services that are required to receive the TDP discount, no termination liability charges will apply. However, all discounts for which the customer was eligible under this TDP will cease as of the date the required service(s) and/or feature(s) is discontinued, and the monthly rate for the remaining access lines will default to the applicable tariffed TDP rate for business individual line service.

LOCAL EXCHANGE SERVICES

3. BASIC LOCAL EXCHANGE SERVICE

3.3 LOCAL SERVICE AREAS

Local Exchange Service will be furnished in the exchanges identified following, where the necessary underlying network elements are reasonably available to the Company on terms that are both technically and economically feasible. The Exchange Area for each exchange is identical to that defined in the tariffs of the Incumbent Local Exchange Company.

Local Exchange Service will be furnished in the following exchanges:

Bluffton Hardeeville

3.4 MONTHLY EXCHANGE RATES

3.4.1 FLAT RATE SERVICE

a. General

The rates shown below entitle business subscribers to an unlimited number of messages to all Exchange Access Lines in the subscriber's Home Exchange and all Local Calling Area Exchanges as specified in Section 3.4 following.

b. Rates and Charges

The following rates are applicable for the flat rate business local exchange service lines provided within the service area of the Company.

| <u>Home Exchange</u> | <u>Individual Line</u> | | <u>Trunk</u> | | |
|-----------------------|------------------------|-----------------|----------------------|-----------------|-----|
| | <u>Monthly Rates</u> | | <u>Monthly Rates</u> | | (N) |
| | Current | Maximum | Current | Maximum | (N) |
| Bluffton | | | | | |
| Month-to-Month | \$54.00 | \$216.00 | \$54.00 | \$216.00 | (N) |
| 1 year | 45.00 | 180.00 | 45.00 | 180.00 | |
| 2 year | 40.50 | 162.00 | 40.50 | 162.00 | (N) |
| Hardeeville | | | | | |
| Month-to-Month | 54.00 | 216.00 | 54.00 | 216.00 | (N) |
| 1 year | 45.00 | 180.00 | 45.00 | 180.00 | |
| 2 year | 40.50 | 162.00 | 40.50 | 162.00 | (N) |

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(Z)

3. BASIC LOCAL EXCHANGE SERVICE

(Z)

3.5 LOCAL CALLING AREASHome ExchangeLocal Calling Area Exchanges

Bluffton

Beaufort
Hardeeville
Hilton Head
Laurel Bay
Low Country
Pooler, GA
Ridgeland
St. Helena
Savannah, GA
Tybee Island, GA

Hardeeville

Beaufort
Bluffton
Hilton Head
Laurel Bay
Low Country
Pooler, GA
Ridgeland
St. Helena
Savannah, GA
Tybee Island, GA

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4. SERVICE CHARGES

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4.1 DEFINITIONS

- a. The term "Service Connection Charge" refers to a non-recurring charge or charges applying to the ordering, installing, moving, changing, rearranging or furnishing of telephone service.
- b. Service Connection Charges are in addition to any other scheduled tariff rates and charges. They apply in addition to and not in lieu of installation charges, non-recurring charges (NRC) or construction charges which are found in other sections of this tariff.
- c. The charges specified herein do not contemplate work being performed at a time when overtime or premium wages apply due to the request of the customer, nor do they contemplate work once begun being interrupted by the customer. If the customer requests overtime labor performed or interrupts work once begun, a charge in addition to the specified charges will be made equal to the cost of labor, including charges for supervision and all other overhead expenses.

4.1.1 SERVICE CONNECTION CHARGES

- a. Service Ordering Charge - For receiving, recording and processing information necessary to execute a customer's request to connect, move or change telephone service. Service Ordering Charges are classified as primary, secondary or record.

Primary Service Order - For the initial connection of service.

Secondary Service Order - For moving, changing or adding to existing service when more than records are affected.

Record Order Charge - For performing work associated with receiving, recording and processing information necessary to execute a service request where only customer, billing office, directory or billing records are involved and no other work is necessary. Only one (1) record order charge applies per customer request.

- b. Access Line Charge - For performing all or part of the work associated with the telephone central office access line. Access Line Charges are classified as central office or field.

Access Line Charge - Central Office - For performing the labor for the testing and connecting functions required within the central office.

Access Line Charge - Field - For work operations outside the central office required to establish the link or connection between the central office and the customer premises up to and including the demarcation point, that includes moving the drop wire, protector, or network interface device.

- c. Number Change Charge - Applies to requests of customers to change a telephone number and is applicable per number changed. This includes, but is not limited to, exchange lines and trunks where specific charges for number changes are not specified elsewhere in this tariff.
- d. Restoral Charge - Applicable for restoral of service following a temporary suspension of service for non-payment of charge.

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4. SERVICE CHARGES

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4.1 DEFINITIONS (Cont'd)**4.1.2 INSTALLATION CHARGES**

Installation Charges are identified and presented throughout this tariff, if applicable, as a part of the offering of individual service(s). These charges apply in addition to the charges listed in Section 4.2 following.

4.1.3 MINIMUM BILLING CHARGE

- a. A minimum billing charge is determined by applying to the basic charge the percentage which the unexpired portion of the initial service period bears to the full initial service period.
- b. When a subscriber discontinues one (1) or more units of a group of the same item, the service latest installed shall be considered as the service first discontinued.
- c. When a subscriber cancels an order for service carrying a minimum billing charge prior to the establishment of that service, a cancellation charge applies equal to the cost incurred by the Company in engineering, ordering and providing the equipment and disposing of it, less credits obtained.

4.2 RATES AND CHARGES

| | | Nonrecurring Charge <u>Current</u> | Nonrecurring Charge <u>Maximum</u> |
|----|----------------------|---------------------------------------|---------------------------------------|
| a. | Service Order Charge | | |
| | (1) Primary | \$21.10 | \$84.40 |
| | (2) Secondary | 14.70 | 58.80 |
| | (3) Record Order | 3.80 | 15.20 |
| b. | Access Line Charge | | |
| | (1) Central Office | 14.50 | 58.00 |
| | (2) Field | 14.20 | 56.80 |
| c. | Number Change | 22.40 | 89.60 |
| d. | Restoral Charge | 29.50 | 118.00 |

4.3 APPLICATION OF RATES AND CHARGES**4.3.1 GENERAL**

- a. Except as provided in this tariff, the following are subject to service charges:
 - (1) All classes of main Exchange Access Line service
 - (2) Trunks
 - (3) Tie Lines
 - (4) Miscellaneous service arrangements

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4. SERVICE CHARGES

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4.3 APPLICATION OF RATES AND CHARGES (Cont'd)**4.3.2 SERVICE CHARGES FOR CONNECTION OF NEW SERVICE**

- a. Except as provided in this tariff, all requests for service requiring either service ordering, access line work or trip to premises, are subject to the appropriate charges required to provide that service as provided in Section 4.2 preceding.
- b. When the service desired requires more than one (1) access line, the sum of the separate charges for each function applies except as provided in this tariff. Only one (1) Service Ordering Charge applies per order written regardless of the quantity of work ordered.
- c. When service is re-established at a location which has been destroyed by fire or made untenable by fire, wind or flood, Service Connection Charges do not apply. If the subscriber desires service at a new location for a temporary period, Service Charges will apply. Changes in the location of existing service to points outside the premises occupied by the subscriber are considered new service connections at the new location.
- d. Service Charges may be required to be paid at the time of application for service.
- e. Transfers of responsibility or change of name involving a change of responsibility should be handled in accordance with provisions of Section 2.13 of this tariff.

4.3.3 CHARGES DO NOT APPLY IN THE CASES LISTED BELOW:

- a. Changes required for proper maintenance of the equipment or service.
- b. Changes made at the time of or due to a change in the Class-of-Service provided such inside moves or changes are necessary because of the change in Class-of-Service.
- c. Changes in the telephone numbers made in the judgment of the Company that such changes are necessary for continuation of satisfactory service.
- d. Service Charges do not apply when ExpressTouch Service or Custom Calling Features are installed.

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5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

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5.1 CONSTRUCTION CHARGES**5.1.1 GENERAL**

- a. Construction charges are applicable under certain conditions as set forth in this tariff and are in addition to other charges specified.
- b. Construction charges are payable upon application for service or when billing is rendered as the Company, at its option, may require.
- c. Construction performed by the applicant, where authorized in this tariff, is subject to the approval of the Company.
- d. Construction charges to the customer will be based upon incremental cost with consideration for contribution to common costs, value of service and competitive forces for the requested service/facility. The incremental cost of in-plant construction consists of labor, materials and other expenses directly caused by the customer requested construction.
- e. Except as otherwise provided, the regulations in this tariff contemplate that the type of construction required to provide the quantity and class-of-service involved will be determined by the Company. The applicant may be required to pay the additional costs involved where a different type of construction than that proposed by the Company is desired.
- f. When attachments are made to poles of other companies in lieu of providing new pole line construction for which construction charges would be applicable under the provisions of this section, the attachment rental charges to the Company for such attachments may be assessed to the applicant(s) in whole or in part as the particular circumstances may warrant.
- g. When an applicant is so located that it is necessary to use private right-of-way to furnish service and the Company is unable to obtain the required right-of-way without cost, the applicant may be required to pay the costs incurred in securing, clearing and retaining such right-of-way.

5.1.2 CONSTRUCTION ON PUBLIC HIGHWAYS OR OTHER EASEMENTS

- a. Pole Line Construction
 - (1) No construction charge is applicable for the provision of new pole line construction on public highways or other easements when such pole line is to be used in serving subscribers in general.

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5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

(Z)

5.1 CONSTRUCTION CHARGES (Cont'd)**5.1.2 CONSTRUCTION ON PUBLIC HIGHWAYS OR OTHER EASEMENTS (Cont'd)****a. Pole Line Construction (Cont'd)**

(2) Except as provided preceding, when the revenue is not expected to be sufficient to insure, within a reasonable time, an adequate return on the necessary investment, the Company will provide new pole line construction to the extent of two (2) poles per subscriber to be served at no construction charge, provided said two (2) poles are to be used for the purpose of carrying central office circuits. Poles in the excess of such two (2) poles per subscriber to be served are provided in one (1) of the following methods:

(a) The subscriber may pay the Company the cost of each pole provided. Ownership and maintenance of such poles is vested in the Company.

(b) If agreed to in writing by both parties, the subscriber, at his own expense, may furnish the portion of pole line and circuits from his station location to an agreed upon point of connection with the Company's system. The subscriber will be required to construct said portion of the pole line according to specifications provided without cost to him by the Company. Ownership and maintenance of the facilities will be vested in the Company.

(3) Where poles are provided under paragraph (1) preceding, the Company will furnish and maintain the necessary circuits. Where poles are provided under paragraph (2) (a) preceding, the Company will furnish and maintain the necessary circuits, but the subscriber may be required to bear all or a part of the construction cost of the circuits where the revenue is not expected to be sufficient to insure, within a reasonable time, an adequate return on the necessary investment

b. Buried Construction

Where buried construction is furnished instead of pole line construction, at the expressed desire of the applicant, the principles specified in Section 5.2 following are applicable.

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5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

(Z)

5.1 CONSTRUCTION CHARGES (Cont'd)**5.1.3 CONSTRUCTION ON PRIVATE PROPERTY****a. Pole Line Construction**

- (1) No construction charge is made for the provision of new pole line construction on private property when such pole line is to be used in serving subscribers in general. Ownership and maintenance of such poles is vested in the Company.
- (2) Except as provided in (1) preceding and (3) following, poles on private property will be furnished by the Company at a charge to the subscriber(s) equal to the cost of each such pole; however, the Company will furnish as many as two (2) poles without charge per subscriber provided that the poles thus furnished are used to carry central office circuits. Ownership and maintenance of such poles is vested in the Company.
 - (a) In lieu of the arrangements specified above, the subscriber may, at his own expense, provide all poles on private property necessary to serve him. Ownership and maintenance of such poles on private property is vested in the subscriber.
- (3) Where for the purpose of furnishing extension lines, it is necessary to lay underground conduit, to trench or to set poles on the subscriber's premises, the subscriber is required to provide and install such underground conduit, to dig and backfill trenches, and to provide and erect such poles or the Company will perform the work at the subscriber's expense. Where the work is performed by the subscriber, it must be in accordance with the specifications of the Company. In such situations, conduit, trenching, poles or other supporting structures required for central office circuits will be furnished by or at the expense of the subscriber. Thus, ownership and maintenance of all supporting structures on private property is vested in the subscriber.
- (4) Where poles are provided under the provisions described in (1) or (2) preceding, the Company will furnish and maintain the necessary circuits. In case poles are provided on private property, the necessary circuits will be furnished and maintained by the Company; however, the subscriber may be required to bear all or a part of the construction cost of the circuits where the revenue is not expected to be sufficient to insure, within a reasonable time, an adequate return on the necessary investment. Where poles or other supporting structures are provided under (3) preceding the Company will furnish and maintain the necessary circuits.

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5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

(Z)

5.1 CONSTRUCTION CHARGES (Cont'd)**5.1.3 CONSTRUCTION ON PRIVATE PROPERTY (Cont'd)****b. Buried Construction**

(1) Where buried construction is furnished instead of pole line construction, at the expressed desire of the applicant, the principles specified in Section 5.2 following are applicable.

5.1.4 UNDERGROUND SERVICE ENTRANCES

Underground service entrances may be provided at the subscriber's request as specified in Sections 5.2.3, 5.2.4 and/or 5.2.5 following.

5.1.5 SPECIAL TYPES OF CONSTRUCTION

When a special type of construction other than those covered preceding is desired by a subscriber or where the individual requirements of a particular situation make the construction unusually expensive, the subscriber is required to bear the excess cost of such construction. Any special maintenance expense that may from time to time occur will be borne by the subscriber except that maintenance of buried service wire, including associated trenching where required, will be at the expense of the Company. Examples of special types of construction include but are not limited to:

- When the Company has no other requirement for the facilities requested.
- When the Company provides service using a type of facility, or via a route, other than that which the Company would normally utilize in order to provide services for the customer.
- When the Company provides a greater quantity of facilities than that which the Company would otherwise provide.
- When it is requested that construction be expedited resulting in added cost to the Company.
- When the Company provides facilities which involve excessive or unreasonable costs (encountering natural or other barriers such as, but not limited to, lakes, rivers, rocky terrain, gas and oil fields, limited highways, bridges, dams or concrete/asphalt).

5.1.6 REARRANGEMENTS OF EXISTING PLANT

When the Company is requested to move or change existing plant for which no specific charge is quoted in this tariff, the person at whose request such move or change is made may be required to bear the costs incurred.

LOCAL EXCHANGE SERVICES

(Z)

5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

(Z)

5.1 CONSTRUCTION CHARGES (Cont'd)**5.1.7 CONSTRUCTION REQUIRED FOR TEMPORARY SERVICE**

When construction is required for temporary service and there is no immediate prospect of reusing the plant provided, the subscriber will be required to bear all or a portion of the cost of such construction.

5.2 UNDERGROUND INSTALLATION PLAN**5.2.1 APPLICATION**

The Company will install, own and maintain underground facilities in accordance with the Company's UNDERGROUND INSTALLATION PLAN and under the terms specified in Sections 5.2.2, 5.2.3, 5.2.4 and 5.2.5 following, whichever is applicable. At the Company's option, certain areas, due to rock or other obstruction, may be omitted for underground installation.

LOCAL EXCHANGE SERVICES

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5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

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5.2 UNDERGROUND INSTALLATION PLAN (Cont'd)**5.2.2 GENERAL**

- a. The property owner shall provide at no cost to the Company, the necessary right-of-way for the underground distribution and service laterals, make the strip into which the underground facilities are to be located accessible to the Company's equipment, remove all obstructions from the strip, grade the strip to within four (4) inches of the final grade and provide continuing access to the Company for operation, maintenance or replacement of the underground facilities. Shrubs, trees and grass requiring protection from the Company's equipment during installation and maintenance of underground facilities will be the responsibility of the property owner who will also add fill dirt and re-seed the trench cover where required.
- b. In the event the service lateral is to be located beneath a sidewalk, driveway, parking lot, patio and/or in areas used for such purposes, the property owner shall provide two (2) inch (or larger where required) conduit in these areas.
- c. The Company will provide the necessary excavating, trenching and backfilling, and install the telephone conductors and related facilities in accordance with the terms of this plan and contract agreement.
- d. When rock or other abnormal conditions are encountered, the property owner, subdivider, builder or contractor will pay an additional charge equal to the added cost of construction for dealing with the rock or other abnormal conditions encountered.
- e. Should streets, curbs, sidewalks or other obstructions be installed prior to the installation of underground telephone facilities, resulting in additional expenses to the Company, payment for these additional expenses will be made to the Company by the property owner.
- f. All prices for underground telephone facilities are based on joint planning and joint use of trenches (where feasible) with other utilities. Where contracts are made and other utilities are already in place, the Company reserves the right to charge the difference in estimated cost of aerial and underground for establishing cost to the owner for underground facilities. It will be the responsibility of the developer to provide satisfactory assurance of imminent demand for service; otherwise, a deposit or contribution to construction may be required by the Company to protect the general body of rate payers as specified in Section 5.3.1 following.
- g. The material and labor forces necessary to build underground telephone facilities are seldom immediately available; therefore, it is imperative that the maximum advanced request for underground facilities be made. This advance notice is also necessary for joint engineering and construction coordination with other utilities.

LOCAL EXCHANGE SERVICES

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5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

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5.2 UNDERGROUND INSTALLATION PLAN (Cont'd)**5.2.3 BURIED SERVICE WIRES FROM OVERHEAD OR UNDERGROUND DISTRIBUTION SYSTEM**

- a. New customers not included in subdivision underground contracts will be provided service by normal construction procedures. Where aerial service would be normal, underground service will be provided upon the customer's request and a payment of \$20.00. In all cases where underground service is being provided and rock or other abnormal conditions are encountered, the customer or property owner will pay an additional charge equal to the added cost of construction for dealing with the rock or other abnormal conditions encountered. In the event the service lateral is to be located beneath a sidewalk, driveway, parking lot, patio and/or beneath paved areas used for such purposes, the property owner shall provide two (2) inch conduit in these areas.
- b. Service to customers now being served from useful overhead service will be changed to underground service upon the customer's request and the payment of \$20.00, and under the terms as outlined in a. preceding.

5.2.4 UNDERGROUND SERVICE ENTRANCE TO COMMERCIAL BUILDINGS, INDUSTRIAL BUILDINGS, SCHOOLS, AND MULTI-FAMILY DWELLINGS

- a. The Company will do the necessary excavating, trenching and backfilling, and install the telephone wires or cable and related facilities subject to the terms in Section 5.2.2 preceding.
- b. Cost to the owner, if any, will be calculated by the Company based on conditions encountered during construction.

5.2.5 UNDERGROUND SERVICE SUPPLIED FROM UNDERGROUND CONDUIT SYSTEMS LOCATED IN MUNICIPAL STREETS AND ALLEYS

Where service is supplied from existing conduit systems, the property owner or customer shall make arrangements with the Company before installation of any underground conduit from the building to the point of connection with the telephone underground system.

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5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

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5.2 UNDERGROUND INSTALLATION PLAN (Cont'd)**5.2.6 APPLICATION AND AGREEMENT FOR UNDERGROUND SERVICE**

EMBARQ COMMUNICATIONS, INC. (referred to as "Company") agrees to install, own and maintain at its cost and expense, underground telephone facilities for _____

number of lots _____ name of subdivision _____

Address City State

Facilities will be located as shown, either on the reverse side or the drawing attached in accordance with the Company's UNDERGROUND INSTALLATION PLAN.

By signing and returning this Application and Agreement for Underground Telephone Facilities, you hereby contract for such underground service to be furnished in your area specified above, and agree to the terms in the Company's UNDERGROUND INSTALLATION PLAN. The Company's UNDERGROUND INSTALLATION PLAN is attached and considered a part of this Agreement.

Date: _____ Signed _____

(Customer)

Accepted: _____ Company

Date: _____ By _____

(Title)

ISSUED:
10-31-06

State Tariffs
5454 West 110th Street
Overland Park, Kansas 66211

EFFECTIVE:
11-15-06

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5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

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5.3 CHARGES FOR UNUSUAL INSTALLATIONS**5.3.1 CONTRIBUTION IN AID TO CONSTRUCTION - LAND DEVELOPMENT****a. General**

- (1) Contribution in aid to construction may be required by the Company from an applicant to protect the general body of rate payers where construction is required and satisfactory assurance of imminent demand for service is not provided by the applicant or forecasted by the Company.
- (2) The necessity of contribution in aid to construction will be determined solely by the Company after review of the individual circumstances particular to each applicant's request.
- (3) The applicant may be the property owner, the owner's agent, contractor, developer and/or subdivider or any legally authorized individual, company or corporation acting on behalf of the property owner.
- (4) Applicant's proposed master plan for land development must be confined within specifically identified contiguous property area(s) even if the contiguous area is intersected by public thoroughfares or rights-of-way. When the Applicant's master plan for land development indicates a phased type approach toward total development, each phase of land development will be considered as an individual request subject to contribution in aid to construction unless the Applicant requests full completion of construction for the master plan for land development. Applicant's request must be executed in writing and be accompanied by:
 - (a) A detailed map depicting the geographical location of the land development site including, but not limited to, political boundaries, natural boundaries (such as rivers, creeks, ravines, swamps, marsh, etc.), existing or proposed public or private thoroughfares, existing or proposed right(s)-of-way, geological survey and/or any other information the Company may need.
 - (b) A brief description of the proposed development including environmental and building restrictions.
 - (c) The estimated total demand for telephone service, expressed as business total.
 - (d) A detailed description of the type telephone facilities to be provided for the estimated total demand for telephone service during the contract period.
- (5) The Company will conduct an engineering survey based upon the information provided with the applicant's request. The Applicant may be requested to accompany the Company during an on-site visit.

LOCAL EXCHANGE SERVICES

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5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

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5.3 CHARGES FOR UNUSUAL INSTALLATIONS (Cont'd)**5.3.1 CONTRIBUTION IN AID TO CONSTRUCTION - LAND DEVELOPMENT (Cont'd)****a. General (Cont'd)**

- (6) When the Company determines the necessity of contribution in aid to construction the Applicant will be notified in writing:
- (a) That the amount of the contribution in aid to construction and its term will mature and be repayable to Applicant over a period of seven (7) calendar years from the date of written acceptance by the Applicant and the Company.
 - (b) That the amount quoted is only an estimate and that the actual amount of the contribution in aid of construction cannot be determined until actual costs associated with the Applicant's request are known.
 - (c) That the actual cost of the Applicant's contribution will not exceed the estimated by more than twenty-five (25) percent plus fifty (50) percent of the remainder in excess above the twenty-five (25) percent.
 - (d) That the estimated contribution is payable in full by the Applicant prior to the start of any construction by the Company. Additionally, any difference in actual above estimated is payable in full within thirty (30) days after receipt of notice from the Company.
 - (e) That when the actual cost of the Applicant's contribution is less than the estimated value, any difference is payable/refundable to the applicant in full within thirty (30) days.
 - (f) Annual rebates of the contribution in aid to construction will be made each year on the anniversary date of the agreement as set forth in Section 5.3.1.b following.
- (7) When construction is necessary and private right(s)-of-way to complete the construction are not vested in the Applicant, the Applicant may be required to obtain or reimburse the Company's cost for obtaining use of said right(s)-of-way including securing, clearing and retaining access for maintenance.
- (8) The Applicant shall make restrictive covenants binding upon the development and all future owners thereof requiring accessibility by the Company to all right(s)-of-way vested in the Applicant and conveyed to said future owners.

b. Rebate Procedure

- (1) All contribution in aid to construction will be for a term of seven (7) calendar years.
- (2) Each review will begin on the service anniversary date and be completed no later than ninety (90) days after that date.

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5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

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5.3 CHARGES FOR UNUSUAL INSTALLATIONS (Cont'd)**5.3.1 CONTRIBUTION IN AID TO CONSTRUCTION - LAND DEVELOPMENT (Cont'd)****b. Rebate Procedure (Cont'd)**

(3) The annual rebate is determined as follows:

- (a) The annual net increase of in-service access lines is determined on each anniversary date of the agreement.
- (b) The annual rebate will not exceed the prorated amount of the net gain of in-service access lines to the total number estimated in the agreement.
- (c) The total of all rebates will not exceed the actual amount of the original contribution.

(4) An example of the rebate calculation is:

| <u>Anniversary</u> | <u>Current Net Access Line Gain</u> | <u>Current Total Estimated Demand</u> | <u>Current Percent of Total Est. Demand</u> | <u>Current Total Estimated Cost</u> | <u>Current Annual Rebate</u> |
|--------------------|---|---|---|---|--------------------------------------|
| 1 | 100 | 1000 | 10.00% | \$700,000.00 | \$ 70,000.00 |
| 2 | 200 | 1000 | 20.00% | \$700,000.00 | \$140,000.00 |
| 3 | 50 | 1000 | 5.00% | \$700,000.00 | \$ 35,000.00 |
| 4 | 100 | 1000 | 10.00% | \$700,000.00 | \$ 70,000.00 |
| 5 | 50 | 1000 | 5.00% | \$700,000.00 | \$ 35,000.00 |
| 6 | 200 | 1000 | 20.00% | \$700,000.00 | \$140,000.00 |

Notes: The example depicts that actual results did not meet the estimated demand for telephone service prior to or at expiration of term.

Had the example depicted actual results meeting the estimated demand for telephone service on the sixth anniversary/end of term, the total of the rebates would equal \$700,000.00.

Had the example depicted actual results meeting the estimated demand for telephone service on the fifth anniversary, the total of the rebates would equal \$700,000.00. In these instances, the term would automatically expire.

5.3.2 SPECIAL TYPES OF INSTALLATION

When a special type of installation is desired by a subscriber or where the individual requirements of a particular situation make the installation unusually expensive, the subscriber is required to bear the excess cost of such installation.

5.3.3 TEMPORARY INSTALLATION

When an installation is required for temporary service and there is no immediate prospect of reusing the plant provided, the subscriber may be required to bear all or a portion of the cost of such installation, over and above all other regular charges for service and equipment.

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6. DIRECTORY LISTINGS

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6.1 REGULATIONS APPLICABLE TO DIRECTORY LISTINGS

- a. The rates and regulations specified for directory listings apply only to the alphabetical section of the directory. Listings are intended solely for the purpose of identifying subscribers' telephone numbers and as an aid to the use of telephone service.
- b. The listing of subscribers either without charge or at the rate specified for additional listings in the alphabetical section of the directory does not contemplate special prominence of arrangement. In accepting listings as requested by subscribers or prospective subscribers, the Company will not be a party to controversies between subscribers as a result of the publication of such listings in its directories.
- c. Listings must conform to the Company's specifications with respect to its directories. The Company reserves the right to reject listings when, in its judgment, such listings would tend to delay or impede the use of the service.
- d. The Company reserves the right to limit the length of any listing to one (1) line in the directory by use of abbreviations when, in its judgment, the clearness of the listing and the identification of the subscriber is not impaired.
- e. Except as otherwise provided in this tariff, only one (1) listing is furnished without extra charge for each main service or PBX system; where a number of main services are provided on a rotary basis, they are considered as one (1) service. If additional listings are required to properly identify the subscriber, such additional listings must be published and will be provided without charge to the extent that the number of listings allowed does not exceed the number of Central Office Access Lines associated with that service.
- f. Additional listings on rotary numbers usually bear the call number of the first line of the rotary group, but at the subscriber's request, they may bear any one (1) of the rotary numbers.
- g. Street numbers, followed by the names of streets, will be used in identifying the location of the subscriber except when in the judgment of the Company names of buildings, apartment houses or communities serve as a better means of identification. Corner addresses are undesirable and will be used only where the street number is not available. The use of floor, room or suite numbers of buildings or apartment houses, or other such designations is not permitted.
- h. When in the judgment of the Company the use of cross reference or other listings in excess of the number of listings permitted without extra charge, as previously outlined, are needed for better identification of the subscriber or governmental offices to facilitate the Company's operations, such listings may be provided without charge.

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6. DIRECTORY LISTINGS

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6.2 BUSINESS LISTINGS

- a. Generally, business listings consist of a name, a designation descriptive of the subscriber's business if not self-explanatory, the address at which service is rendered and the business telephone number. The primary listing is ordinarily the name of the individual, firm or corporation which contracts for the service or the name under which a business is regularly conducted, but may be that of a second party designated by the subscriber. Additional listings may be furnished in the names of partners or members of the firm, if the subscriber is a partnership or firm; the names of officers of the corporation where the subscriber is a corporation, and for any business establishment, the names of associates or employees in the subscriber. Business additional listings may also be the bona fide names of individuals, residence dual name listings, firms or corporations which the subscriber owns or controls, or is duly authorized to and actually does represent.
- b. All listings of a subscriber's service which are located on the same premises must bear the same address, except in the case of outside stations of PBX or Advanced Business Connection when the address may be shown as the premises where the outside station is located.

6.2.1 BUSINESS DESIGNATIONS

- a. The designation in a business listing consists of a word or phrase, abbreviated where necessary, that describes the general character of the subscriber's business. Designations will not be used where the name under which the subscriber is doing business is sufficient to indicate the character of the business. The listing of an individual, together with his title and the name of the business with which he is associated or represents, in lieu of a designation of the general character of the business, is not permitted. Likewise, the listing of the name of a firm or corporation, followed by the name and title of an individual connected therewith, in lieu of a business designation, is not permitted.

Examples of listings not permitted:

Getz, J.G., Mgr., Lewis Grocery Co., 14 Madison 234-6488
or
Lewis Grocery Co., Getz, J.G., Mgr., 14 Madison 234-6488

- b. Listings of clergymen, physicians, surgeons, dentists, veterinary surgeons, professors, government officials, etc., may for purposes of identification, include abbreviated designations of titles. Also the title "Mrs.", "Miss", or "Ms." is permitted when they serve as a means of better identifications; however, titles and designations will be omitted when a degree is used which conveys adequate information.

6.2.2 TRADE NAMES

A trade name created by adding a term such as Company, Agency, Shop, Works, etc., to the name of a commodity or service will not be accepted as a listing unless the subscriber shows satisfactory evidence that he is authorized to do business under the trade name. The Company reserves the right to reject listings which appear to be designed primarily to give publicity to the commodity or service, or which in its judgment are otherwise objectionable or unnecessary for identification purposes.

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6. DIRECTORY LISTINGS

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6.3 ADDITIONAL LISTING CHARGES

- a. Additional name listings in excess of those permitted without extra charge, are furnished at \$2.00 per month. Additional line matter and directional calling information, where permitted, is furnished at \$2.00 per line per month.

| <u>Additional Listings</u> | <u>Current Rate</u> | <u>Maximum Rate</u> |
|----------------------------|---------------------|---------------------|
| AL 1 Line | \$ 2.00 | \$ 8.00 |
| AL 2 Line | 4.00 | 16.00 |
| AL 3 Line | 6.00 | 24.00 |
| AL 4 Line | 8.00 | 32.00 |
| AL 5 Line | 10.00 | 40.00 |

Foreign Listings

| | | |
|------------|--------|----------|
| FDL 1 Line | \$5.00 | \$ 20.00 |
| FDL 2 Line | 10.00 | 40.00 |
| FDL 3 Line | 15.00 | 60.00 |
| FDL 4 Line | 20.00 | 80.00 |
| FDL 5 Line | 25.00 | 100.00 |

Cross Reference Listings

| | | |
|-----------|--------|---------|
| CR 1 Line | \$2.00 | \$ 8.00 |
| CR 2 Line | 4.00 | 16.00 |
| CR 3 Line | 6.00 | 24.00 |
| CR 4 Line | 8.00 | 32.00 |
| CR 5 Line | 10.00 | 40.00 |

Alternate Listings

| | | |
|-----------|--------|---------|
| AC 1 Line | \$2.00 | \$ 8.00 |
| AC 2 Line | 4.00 | 16.00 |
| AC 3 Line | 6.00 | 24.00 |
| AC 4 Line | 8.00 | 32.00 |
| AC 5 Line | 10.00 | 40.00 |

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6. DIRECTORY LISTINGS

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6.3 ADDITIONAL LISTING CHARGES (Cont'd)

- b. The subscriber to the service assumes responsibility for all charges for additional listings associated with his service. Additional (paid) directory listings are accepted for a minimum chargeable period of the life of the directory issue in which the listing first appears, not to exceed one (1) year from the effective date of the listing. In case the additional listing does not appear in the directory, the minimum chargeable period is for one (1) month. Listing charges date from the day the information records are posted. Information records are posted at the time the application for the listing is made, or at any time up to and including the closing date of the directory, as desired by the customer.
- c. Listing charges are automatically discontinued upon termination of the main service with which associated and additional listing charges may be discontinued upon request after the expiration of the minimum chargeable period. Charges for additional listings of those other than the subscriber may be discontinued upon request of the subscriber in case the listed party becomes a subscriber to exchange service similar in classification to that under which such party already is listed, or in case of the death of the listed party or if such party moves from the premises at which the exchange service listed is furnished.

6.4 MISCELLANEOUS LISTINGS**6.4.1 CROSS REFERENCE LISTINGS**

Cross Reference listings may be furnished to subscribers who change their names, absorb other businesses or subdivide their business and have authority to continue the use of the old name, and in other cases when in the judgment of the Company they are considered necessary and are not intended for advertising purposes. Such listings are furnished at the regular rate for additional listings. Following is an example of such a listing:

Long Lumber Co See South Lumber Co.

6.4.2 FOREIGN LISTINGS

- a. Listings in the alphabetical section of the directory of an exchange other than the local exchange may be furnished to anyone listed at the regular rate for additional listings. An example of a chargeable foreign listing is as follows:

(To appear in the Hardeeville alphabetical section)

Allisen J D atty 104 Floyd Bluffton SC
(Long Distance) 223-1234

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6. DIRECTORY LISTINGS

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6.4 MISCELLANEOUS LISTINGS (Cont'd)**6.4.3 INDENTED LISTINGS**

Indented listings are employed where a subscriber has more than one (1) listing for service under the same name at one (1) or more locations. For example:

Jones A B atty 179 Madison Av 223-4879
Res 122 Linwood..... 223-1345
or
Jones A B contrs 220 Madison Av. 223-4141
Branch 83 S Pryor 223-3882
Garage 80 S Pryor 223-3970

6.4.4 CAPTION LISTINGS

Listings may be indented under a caption or sub-caption at no additional charge for the caption arrangement when in the judgment of the Company the captions will facilitate the use of the service. The captions must be an essential part of the indented listings which follow and may include names and departments, branches of the business or titles of officials.

For example:

Standard Oil Co.
Main Ofc Fulton Nat'l Bank Bldg 223-5011
City Manager 1080 Bankhead Av NW ... 223-2651
Service Stations
1060 Bankhead Av NW 223-9233
1558 Peachtree NW 223-5124

Listings that are variations of the same general line of business, or which in the judgment of the Company appear to advertise the extent of the subscriber's business, are not permitted in listings to be indented under captions.

6.4.5 ADDITIONAL LISTINGS FOR NAMES SPELLED MORE THAN ONE WAY

Subscribers whose names may be spelled different from the way such names are commonly pronounced may arrange for additional listings of their names alternately spelled, at the regular additional listing rate. For example:

Smithe A B 291 White 223-2377
and as listed under "Smith"
Smith A B 291 White 223-2377

Listings of alternate spelling are not allowed when in the judgment of the Company they are desired for the purposes of securing a preferential position in the directory or for advertising purposes.

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6. DIRECTORY LISTINGS

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6.4 MISCELLANEOUS LISTINGS (Cont'd)**6.4.6 ALTERNATE (DIRECTIVE) LISTINGS**

Subscribers may obtain listings which refer calling parties to certain other telephone numbers; alternate listings are of two (2) general types as described below:

a. Nights, Sundays and Holidays

- (1) This type of alternate listing refers calling parties to an alternate telephone number to be used after business hours and on Sundays and Holidays. The monthly rate for such listing can be found in Section 6.3 preceding.
- (2) Names of individuals are not permitted in listings of this type; however, telephone numbers may be shown of those entitled to use the service, in connection with which the alternate listing is to be provided and who are agreeable to the use of their number in such alternate listing. Listings of this type may indicate the telephone numbers of members of the immediate family of the subscriber desiring the alternate listing. Example:

Doe Mfg Co furn 202 Main..... 223-5216

Note: From 5 pm to 8 am on weekdays,

From 5 pm Saturdays until 8 am

Mondays and Holidays call as follows:

City Sales 223-7931

Manager 223-8077

b. If No Answer Dial

Alternate listings which refer calling parties to other telephone numbers in case no answer is received at the preceding listed telephone may indicate the telephone numbers of subscribers who are agreeable to the use of their numbers in such listings. This type of alternate listing is charged in accordance with Section 6.6 preceding and appears in the directory as follows:

Phillips John E atty 1224 Center Cir NE..... 223-8719

If no answer dial 223-1234

6.4.7 CUSTOM LISTINGS

- a. Where available, a subscriber may request to have the assigned telephone number listed in the directory using upper case alpha and/or numeric characters in lieu of standard numeric characters. Use of Custom Listings is not exclusive to any single subscriber. The letters "Q" and "Z" are not available, nor may the "#" or "*" symbols be used with this service. The digit "0" or "1" may not be used to represent the letters "O" or "I" respectively in a Custom Listing telephone number. The Company reserves the right to reject a Custom Listing when, in its judgment, such listing is objectionable or would tend to delay or impede the use of the directory.

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6. DIRECTORY LISTINGS

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6.4 MISCELLANEOUS LISTINGS (Cont'd)**6.4.7 CUSTOM LISTINGS (Cont'd)**

- b. Prior to establishing a Custom Listing, the Company reserves the right to require when necessary, in its sole judgment, satisfactory evidence from the subscriber that the subscriber is authorized to use any trade name, business name or any other name or term requested by the subscriber, which is copyrighted or otherwise reserved.
- c. A record order charge as found in Section 4 of this tariff is applicable for the provision of Custom Listing service.
- d. Custom Listings are accepted for a minimum chargeable period of the life of the directory issue in which the listing first appears. Listings for subsequent directory issues will be automatically renewed unless the subscriber notifies the Company they wish to discontinue this service. The minimum chargeable period will not apply when the subscriber disconnects service.
- e. The rates for Custom Listings are as follows:

| <u>Current Rate</u> | <u>Maximum Rate</u> |
|---------------------|---------------------|
| \$5.00 | \$20.00 |

6.4.8 ADVANCE LISTING

Under certain unusual circumstances, it sometimes becomes necessary to schedule a change in a subscriber's service to become effective upon publication of a new directory or to establish a listing in the new directory for a customer who does not have service at the time of the directory close. To secure the requested access line and associated telephone number, the service is furnished at fifty (50) percent of the applicable local service rate until the subscriber is ready for service, but no later than the effective date of the directory. Appropriate service connection charges apply as found in Section 4 of this tariff.

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7. LOCAL OPERATOR SERVICES

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7.1 DIRECTORY ASSISTANCE SERVICE**7.1.1 GENERAL**

The Company furnishes Directory Assistance Service whereby customers may obtain assistance in determining telephone numbers.

The rates set forth below will apply for all subscribers requesting Directory Assistance Service for assistance in determining the telephone number of any customer located in the same local calling areas as the calling party.

7.1.2 RATES AND CHARGES

- a. A charge as follows is applicable for each call to Directory Assistance except as noted below; (maximum of two (2) requested telephone numbers per call).

| | Current <u>Rate</u> | Maximum <u>Rate</u> |
|---------------|------------------------|------------------------|
| (1) Each call | \$0.80 | \$3.20 |

- b. In order to make allowance for a reasonable need for Directory Assistance Service, no charge applies for the first two (2) calls per month per residence main station access line.
- c. Charges for Directory Assistance Service are not applicable to calls received from hospital or nursing home patient rooms, nor from the service furnished for the use of handicapped persons.
- d. If a customer dials (0-) for connection to Directory Assistance where normal Directory Assistance is available, the Operator Assisted rate as specified in 7.3.4 of this section applies in addition to the rate specified in 7.1.2.a. preceding.

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7.2 OPERATOR VERIFICATION/INTERRUPTION SERVICE**7.2.1 GENERAL**

Verification service provides operator assistance in determining if a called line is in use. Interruption service provides for operator interruption of a conversation in progress on a called line. The customer may request these services for a charge, where facilities are available, by calling the "O" Operator.

7.2.2 APPLICATION OF RATES AND CHARGES

a. The charges specified in Section 7.2.3 following will apply to all requests except:

- (1) Emergency requests from official emergency agencies when the request is received on an agency line from agency personnel.
- (2) Emergency requests in which the caller identifies that the request is to
 - (a) An official public emergency;
 - (b) An emergency medical number; or
 - (c) A privately endowed and operated suicide, drug, alcohol or runaway crisis reporting center.
- (3) Requests in which the operator encounters a trouble condition or has reason to believe a trouble condition exists.

7.2.3 RATES AND CHARGES

a. Verification: A charge of \$1.25 applies each time the operator verifies a called line and hears voice communication.

| Current | Maximum |
|-------------|-------------|
| <u>Rate</u> | <u>Rate</u> |
| \$1.25 | \$5.00 |

b. Interruption: A charge of \$1.75 applies each time the operator interrupts a conversation that is in progress on the called line. The charge is for the interrupt service and does not depend on whether the called party agrees to release the line and accept the call. A charge for Verification Request also applies. Total billing for interruption will be \$3.00.

| Current | Maximum |
|-------------|-------------|
| <u>Rate</u> | <u>Rate</u> |
| \$1.75 | \$7.00 |

c. The charges for Verify/Interrupt service are in addition to any applicable message rates.

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7.3 OPERATOR ASSISTED CALLS

7.3.1 A charge as specified in d. following will apply when the caller requests operator assistance and the call is completed within the local service area. The call may be billed to the originating telephone, credit card, third number, collect or any other special identification number.

7.3.2 Definitions

a. Customer Dialed Calling Card Calls - The Customer Dialed Calling Card rate is applicable when the person originating the call:

(1) Dials the digit zero, plus the telephone number, plus a calling card number (where equipment is available) to complete the call without operator assistance. (0 + number + calling card number), or

(2) Dials the digit zero plus the telephone number to complete the call, with operator assistance limited to recording the calling card number for billing purposes (0+number), or

(3) Dials the operator and places a Calling Card call when equipment precludes any of the foregoing.

b. Operator Station calls (Station to Station) - The Operator Station rate is applicable to all operator handled calls except as specified for the Customer Dialed Calling Card or Person-to-Person calls. This includes the following:

(1) Customer dials (0-) where the call is completed via the operator platform.

(2) Customer dials (0-) where the operator platform completes the call and arranges billing. The call can be billed to the originating telephone number, a calling card, the called number (collect), or to a third number.

(3) Customer dials (0-) for connection to Directory Assistance where normal Directory Assistance is available.

c. Person-to-Person calls - The Person-to-Person rate applies to customer dialed "0- or 0+" calls where the operator platform completes the call to a designated person or extension. The call can be billed to the originating telephone number, calling card, the called number (collect), or a third number.

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7.3 OPERATOR ASSISTED CALLS (Cont'd)**7.3.3 Application of Rates and Charges**

- a. The charges specified in (4) following will be applied to each completed call except:
- (1) For calls to the Company for official telephone business.
 - (2) For emergency calls to agency type telephone numbers such as to those agencies of the federal, state or local government which have the capability and legal authority to provide aid in emergency situations and to any emergency medical number.
 - (3) When the caller identifies himself as being handicapped and unable to place the call due to his handicap.
 - (4) When the caller advises he has had service trouble in reaching the terminating number or reestablishing a call which has been interrupted after the called number has been reached.

7.3.4 Operator Assisted Rates

- a. The rates listed following are in addition to other applicable rates and charges associated with local service area calls.
- b. The rates listed are on a per-call basis.

| | <u>Current Rate</u> | <u>Maximum Rate</u> |
|--------------------------------|-------------------------|-------------------------|
| - Customer Dialed Calling Card | \$1.00 | \$4.00 |
| - Operator Station Calls | 1.75 | 7.00 |
| - Person-to-Person Calls | 3.50 | 14.00 |

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7.4. DIRECTORY ASSISTANCE CALL COMPLETION**7.4.1 GENERAL**

- a. Directory Assistance Call Completion (DACC) Service provides customers who have accessed local Directory Assistance, from a touch-tone phone, the option of having the requested telephone number automatically dialed and the call completed by the automated Directory Assistance System.
- b. When the customer receives the requested directory number from the automated Directory Assistance System, the customer hears the DACC announcement prompt offering to automatically dial the requested telephone number. DACC is activated by the customer when the customer depresses a specific digit on a touch-tone telephone during the DACC announcement prompt.

7.4.2 REGULATIONS

- a. The calling number and the number requested to be completed must be in the same Numbering Plan Area designation, or for points in a contiguous Numbering Plan Area which are Local Service to any exchange in the originating Numbering Plan Area.
- b. Only the second provided Directory Assistance telephone number will be completed if two Directory Assistance requests are made by the customer during the same call.
- c. In addition to the Call Completion charge, normal existing Directory Assistance charges will apply. All toll, message or local measured usage charges are also applicable.
- d. If a call is not completed, i.e. busy or no answer, no charge for the Directory Assistance Call Completion Service is applicable. However, the appropriate charge for the Directory Assistance call will apply.
- e. The following customer groups are not offered this completion service:
 - Payphone lines
 - Hospitals
 - Hotels/Motels
 - Prisons/Inmates
 - Wide Area Telecommunications Service (WATS)
 - Mobile
 - Interexchange Carriers
- f. Alternate billing (such as collect, bill to third number, or calling card options) is not available.
- g. Directory Assistance Call Completion will be furnished only where appropriate facilities are available.
- h. Upon customer request, blocking of this feature is available at no charge.

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7.4 DIRECTORY ASSISTANCE CALL COMPLETION (Cont'd)**7.4.3 RATES AND CHARGES**

- a. The following charge is for the automatic completion of a Directory Assistance call after receipt of the requested telephone number:

| | <u>Current Charge</u> | <u>Maximum Charge</u> |
|--|---------------------------|---------------------------|
| Directory Assistance Call Completion, per call | \$ 0.50 | \$2.00 |

- b. Directory Assistance Call Completion charges are not applicable to handicapped customers who are exempt from Directory Assistance charges.

7.5 NATIONAL DIRECTORY ASSISTANCE SERVICE**7.5.1 GENERAL**

- a. National Directory Assistance Service is provided to customers for the purpose of requesting telephone numbers of individuals or businesses who are located outside the customer's local service area, as described in this tariff, and outside the customer's local calling area and LATA/NPA..

7.5.2. REGULATIONS

- a. There are no call allowances or exemptions for National Directory Assistance Service.
- b. A maximum of two requested telephone numbers per call is permitted.
- c. The rate listed in this tariff applies to each call to National Directory Assistance, even if one of the numbers requested is in the customer's local service area or Home Numbering Plan Area (HNPA).
- d. In locations where the customer has the capability to direct dial National Directory Assistance but places the call to the National Directory Assistance Service attendant via an operator, the operator handled service charges listed in Section 7.3.4 of this tariff apply in addition to the rate listed below.
- e. Directory Assistance Call Completion will be furnished only where appropriate facilities are available.

7.5.3. RATES AND CHARGES

- a. Charges apply to each call placed to National Directory Assistance Service.

| | <u>Current Charge</u> | <u>Maximum Charge</u> |
|--------------------|---------------------------|---------------------------|
| b. Charge per call | \$0.95 | \$3.80 |

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8. MISCELLANEOUS SERVICE ARRANGEMENTS

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8.1 EXTENSION SERVICE

- a. Extension Service will be provided in connection with all classes of main service.
- b. Extension Service must be located on the same premises of the subscriber as the main service is located. Extension Service is restricted to the use of the subscriber, his representatives and associates or to members of the subscriber's family or domestic establishment.

Extension Service may be located on other premises, if facilities and equipment are available, under the following conditions:

- (1) Where two (2) or more "premises" of the same subscriber are used in the conduct of one establishment or business.
- (2) Where the extension is located on other than the subscriber's premises for the purpose of answering calls at such time as the subscriber is not available at the main service location, provided that separate exchange service is also provided on these other premises.
- (3) The provision of circuits required to connect main and Extension Service is subject to additional regulations and charges shown in Section 8.2 following, Extension Line Mileage.
- c. When regulated support facilities (poles, conduit, etc.) are used to provision service between two (2) locations on the same premises (second drop), the following rates apply:

- (1) Non-Recurring Charges See Section 4 of this tariff

| | <u>Current Monthly Rate</u> | <u>Maximum Monthly Rate</u> |
|-----------------------|-----------------------------|-----------------------------|
| (2) Recurring Charges | \$6.00 | \$24.00 |

This offering is limited to those cases where it is practical to serve both buildings from the same pole, central office pair, terminal, distribution box, etc.

8.2 EXTENSION LINE MILEAGE**8.2.1 GENERAL**

- a. The basic rates for extension stations and PBX stations (except as provided in f. following) are for such stations/lines which are located at a different premises or exchange. Where extension stations or PBX stations are provided at other locations, Mileage Charges are applicable (as set forth following) in addition to the basic rates.

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8.2 EXTENSION LINE MILEAGE (Cont'd)**8.2.1 GENERAL (Cont'd)**

b. Extension Line Mileage Charges are computed based on how the extension is provided.

- (1) In those cases where the extension line is routed through (connected to the main line) the central office, Mileage Charges are computed on the route measurement from the primary service location of the PBX system (the attendant's position for manual PBX systems or the dial switching equipment for dial PBX systems), to the central office building, then to the building where the off-premises service is located.
- (2) In those cases where, at the discretion of the Company, the extension line is not routed through the central office, (i.e., the extension line is provided point-to-point from the primary service location to the building where the off-premises service is located), Mileage Charges are computed on the route measurement from the primary service location of the PBX system to the premises in which Extension Service is located.
- (3) Mileage Charges for Extension Service are computed on the airline measurement from the central office where the original service is located to the premises in which the Extension Service terminates.

Mileage Charges are computed separately for each extension line.

- c. Where supporting structure is necessary for the purpose of furnishing extension lines on the subscriber's premises, such supporting structure is furnished by the subscriber as provided for "Construction on Private Property" in Section 5.1.3 of this tariff.
- d. When it is known or realized that the life of all or part of the outside circuit extensions will be shorter than the normal life of the plant or the cost of providing the plant is such as to render inadequate the mileage charges quoted herein, the plant required to furnish such service will be provided on the basis of the following plan:
 - (1) An installation charge and a reasonable and proper monthly carrying charge in lieu of mileage. Under this plan, where a portion of the facilities must be replaced at a later date due to having served its useful life, installation charges apply to the replacing facilities as if such facilities were installed new and appropriate adjustments are made in the monthly carrying charges.
- e. When the practical manner of providing necessary circuits to outside services requiring two (2) or more circuits per service, is by means of placing cable on multipair drop wire specifically for this purpose, except where the conditions in d. preceding, a monthly charge of two (2) percent of the in-plant cost of providing the cable or drop wire will be applicable in lieu of mileage charges provided the charges so computed is not less than the mileage charge for one (1) circuit per set or not more than the sum of the mileage charges for each circuit.

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8.2 EXTENSION LINE MILEAGE (Cont'd)**8.2.1 GENERAL (Cont'd)**

| f. Extension Line Mileage Charges: | | Current Monthly Rate | Maximum Monthly Rate |
|---|-----------------------------------|----------------------------------|-------------------------------------|
| (1) Between buildings on different premises: | | | |
| (a) Within the same exchange: | | | |
| First one quarter mile or fraction thereof | | \$0.85 | \$3.40 |
| For each additional quarter mile or fraction thereof | | 0.85 | 3.40 |
| (b) In different exchanges: | | | |
| (1) Extension stations and PBX stations- private line mileage charges apply - | | | |
| (2) Series 2000 Channels - Voice Grade | | | |
| | Current Nonrecurring Charge | Current Fixed Monthly Rate | Current Monthly Rate Per Mile |
| (a) 1 thru 8 Miles | \$105.00 | \$50.00 | \$2.75 |
| (b) 9 thru 25 Miles | 105.00 | 50.00 | 2.50 |
| (c) Over 25 Miles | 105.00 | 50.00 | 2.25 |
| | Maximum Nonrecurring Charge | Maximum Fixed Monthly Rate | Maximum Monthly Rate Per Mile |
| (a) 1 thru 8 Miles | \$420.00 | \$200.00 | \$11.00 |
| (b) 9 thru 25 Miles | 420.00 | 200.00 | 10.00 |
| (c) Over 25 Miles | 420.00 | 200.00 | 9.00 |
| g. Extension line mileage exception - Extension line mileage charges do not apply for the extension of circuits used to connect Private Branch Exchange sets when the customer provides suitable conduit between on-premises buildings. Suitable conduit must allow the Company to install and maintain inside type wiring to the desired sets without the need for equipment protection. | | | |

The above paragraph applies to new and existing Private Branch Exchange subscribers as of October 9, 1978. Private Branch Exchange subscribers who install such arrangements to reduce their existing mileage charges will be charged the actual (or estimated) non-betterment cost to rewire the affected stations.

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8.2 EXTENSION LINE MILEAGE (Cont'd)**8.2.1 GENERAL (Cont'd)**

h. Channels connected to a Registered or Grandfathered PBX.

- (1) For connections to registered PBX (or similar) equipment customers must specify the equipment capability i.e., Type A, B or C port of the Registered equipment.
- (2) Customers with grandfathered customer-provided PBX (or similar) equipment may, at their option:
 - (a) Continue to provide their own off-premises station signaling capability and utilize only the type 2001 channel, or
 - (b) Request that off-premises station signaling capability be provided by the Company. Where this option is selected, the customer must specify the equipment capability for use with Type A, B or C Signaling Arrangements.
- (3) Based on information provided by the customer, the Company will furnish the appropriate Signaling Arrangement. Where the requested Signaling Arrangement is furnished and determined to be of a lesser signaling range than required, and the customer requests the Company to furnish another Signaling Arrangement, such request will be treated as a new request for service and appropriate Service Charges will apply.
- (4) Customers with grandfathered Company-provided PBX (or similar) equipment requesting new channel service will be classified as either a Class A, B or C station port and the corresponding Type A, B or C Signaling Arrangement, at appropriate rates and charges, will apply.
- (5) One (1) Signaling Arrangement is required only for the connection to the PBX (or similar) station port for service furnished as specified in (1), (2)(b) and (4) preceding.

Signaling Arrangements are furnished for grandfathered

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8.2 EXTENSION LINE MILEAGE (Cont'd)**8.2.1 GENERAL (Cont'd)****h. Channels connected to a Registered or Grandfathered PBX (Cont'd)**

- (6) Signaling Arrangements are furnished for grandfathered and registered PBXs (or similar) in accordance with Part 68 of the FCC Rules and Regulations.

TYPE A - Furnished for use with Class A PBX (or similar) station ports capable of operation over loops with resistance in the range of 0-199 ohms.

TYPE B - Furnished for use with Class B PBX (or similar) station ports capable of operation over loops with resistance in the range of 200-899 ohms.

TYPE C - Furnished for use with Class C PBX (or similar) station ports capable of operation over loops with resistance in the range of 900 ohms or more.

| | <u>Current Installation Charge</u> | <u>Maximum Installation Charge</u> | <u>Current Monthly Rate</u> | <u>Maximum Monthly Rate</u> |
|--------------------------|--|--|-------------------------------------|-------------------------------------|
| Loop Treatment Equipment | | | | |
| Dial Long Line Unit | \$80.00 | \$320.00 | \$5.95 | \$25.80 |
| 2-Wire Repeater | 80.00 | 320.00 | 7.00 | 28.00 |

The port class of the customer's equipment in conjunction with the Company-provided circuit, will determine whether one (1) of these units or a combination of these units is required.

8.3 TIE LINE SERVICE**8.3.1 GENERAL**

- a. Tie lines are circuits connecting PBX Systems and/or ABC Systems to provide standard transmission on a two-point basis as follows:
- (1) Connection between a set on one (1) system and a set on the other system in which the tie line terminates.
 - (2) Connection of a single tie line (at either end but not at both ends simultaneously) to a central office trunk for through communication between a set connected to the system in which the tie line terminates, and any other set to which the central office access line access via local or long distance (local toll) facilities (this service provided only with certain PBX Systems).
- b. Tie lines are not furnished to connect a Flat Rate System with a Message Rate System.
- c. The monthly charge for Tie Line Service is the sum of the Intraexchange or Interexchange Tie Line Charge plus the PBX Tie Line Termination Charges outlined below.

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8.3 TIE LINE SERVICE (Cont'd)**8.3.2 TIE LINE CHARGE****a. Intraexchange**

- (1) For Tie Line Connecting Systems located in the same exchange area, a charge of \$1.00 for first one quarter (1/4) mile and \$1.00 per month for each additional quarter mile or fraction thereof is made. (minimum charge of \$4.00 for each tie line)
- (2) Mileage Charges are computed on airline measurements between the systems and separately for each tie line.

b. Interexchange

For rates applicable to tie lines connecting systems in different exchanges see Private Line Mileage Charges in Section 8.2.1.f.(1) b. preceding.

8.4 CUSTOM CALLING SERVICES**8.4.1 GENERAL****a. Call Waiting****Enhanced Call Waiting**

Provides the customer with Calling Waiting and Call Waiting Control. Call Waiting Control allows subscribers to cancel the Call Waiting function for the duration of one (1) call. Subscribers may activate the Cancel Call Waiting Feature either before or during a call to prevent Call Waiting tones from interrupting the call. During the time the cancel feature is activated, incoming callers receive a busy tone. When the call is terminated, the Call Waiting function is automatically reactivated.

b. Call Forward Features

Call Forward Features permit the forwarding of incoming calls under a variety of conditions to another telephone number either by dialing an activation code or via pre-programming by the Company. Calls may be forwarded to any number subject to the availability of the necessary facilities in the central office from which the calls are to be transferred. The customer subscribing to this service is responsible for applicable usage charges. Only one call forwarding arrangement, consisting of a single calling path, will be provided per exchange service line for which the customer subscribes to this feature.

Call Forward Features shall not be used to extend calls on a planned and continuing basis to intentionally avoid the payment in whole or in part, of usage charges that would regularly be applicable between the station originating the call and the station to which the call is ultimately transferred.

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8.4 CUSTOM CALLING SERVICES (Cont'd)**8.4.1 GENERAL (Cont'd)****b. Call Forward Features (Cont'd)****(1) Call Forwarding**

This feature permits the manual forwarding of incoming calls to another telephone number. When activated, all calls will forward; calls cannot be answered from a line with Call Forwarding activated. Call Forwarding overrides Call Forward No Answer and Call Forward Busy, but those features resume functionality when Call Forwarding is deactivated.

(a) Call Forwarding – Provides a customer the capability to control activation/deactivation and the forward-to number of the service by using dialing tones.

(b) Call Forward - Fixed – Provides a customer the capability to control activation/deactivation of the service by using dialing tones. The customer selected forward-to number is preprogrammed by the Company at the time service is established and can only be changed via service order.

(2) Call Forward No Answer

This feature permits the automatic forwarding of an incoming call to another telephone number when the called telephone remains unanswered for a predetermined number of rings, usually four or five.

Where facilities are available, this feature also includes Call Forwarding of Call Waiting when the customer is also subscribed to Call Waiting or Enhanced Call Waiting. Call Forwarding of Call Waiting forwards unanswered waiting calls to a customer-designated telephone number using Call Waiting and Call Forward No Answer. An incoming call to a busy line first receives a Call Waiting tone. If the call is not answered within a set period of time, the incoming call is forwarded to a customer-designated telephone number.

(a) Call Forward No Answer-Fixed – This feature is activated and the customer selected forward-to number is preprogrammed by the Company at the time service is established and can only be changed via service order.

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8.4 CUSTOM CALLING SERVICES (Cont'd)**8.4.1 GENERAL (Cont'd)****b. Call Forward Features (Cont'd)****(2) Call Forward No Answer (Cont'd)**

(b) Call Forward No Answer-Customer Programmable – Provides a customer the capability to control activation/deactivation and the forward-to number of the service by using dialing tones.

(c) Call Forward No Answer-Customer Controlled – Provides a customer the capability to control activation/deactivation of the service by using dialing tones. The customer selected forward-to number is preprogrammed by the Company at the time service is established and can only be changed via service order.

(3) Remote Call Forwarding

Provides for forwarding calls to a predetermined number (local or local toll) with the "forward to" number being assigned in the central office. The number is forwarded on a permanent basis. The subscriber does not have invoke/revoke capability. The appropriate individual business line rate or individual residence line rate applies in addition to the feature rate listed in Section 8.9.3 following. The number of calls that may be forwarded is limited by the number of available lines at the destination. Also, the Company may control the number of calls that may be forwarded.

(4) Call Forward Busy

This feature permits the automatic forwarding of an incoming call to another telephone number when the called telephone is already in use. Call Forward Busy shall not be used to extend calls on a planned and continuing basis to intentionally avoid the payment of Rotary Line/Hunting Service. Call Forward Busy-Customer Programmable and Call Forward Busy-Customer Controlled are not available to customers with multiple lines at the same premises.

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8.4 CUSTOM CALLING SERVICES (Cont'd)**8.4.1 GENERAL (Cont'd)****b. Call Forward Features (Cont'd)****(4) Call Forward Busy (Cont'd)**

- a) Call Forward Busy-Fixed – This feature is activated and the customer selected forward-to number is preprogrammed by the Company at the time service is established and can only be changed via service order.
- b) Call Forward Busy-Customer Programmable – Provides a customer the capability to control activation/deactivation and the forward-to number of the service by using dialing tones.
- c) Call Forward Busy-Customer Controlled – Provides a customer the capability to control activation/deactivation of the service by using dialing tones. The customer selected forward-to number is preprogrammed by the Company at the time service is established and can only be changed via service order.

(5) Call Forward Remote Activation

This feature allows the Call Forwarding subscriber to change the Call Forwarding status of their telephone line from a remote location using a touch-tone telephone. To redirect Call Forwarding from a remote location, the subscriber dials a remote-access directory number. Once the subscriber's authorization code is verified, the subscriber can activate, deactivate, or change call forwarding to a new destination.

(6) Speed Dial 8

Provide for the calling of a local or long distance (local toll) telephone number by dialing an abbreviated code providing capacity for up to eight (8) programmed numbers.

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8.4 CUSTOM CALLING SERVICES (Cont'd)**8.4.1 GENERAL (Cont'd)****c. SignalRing Plus**

Allows the subscriber to add a second directory number to the same telephone line. Both numbers have coded rings. Includes an additional directory listing at no additional charge.

d. Hot Line

Provides automatic routing of all calls to a predetermined number as soon as the telephone instrument is taken off hook. The predetermined number is assigned in the Central Office by the Company and cannot be invoked or revoked by the subscriber. The predetermined number may not be forwarded to a telephone operator or Company official number. The non-dial instrument used for Hot Line service cannot be used for normal telephone service.

e. Warm Line

Allows automatic routing of calls to a predetermined telephone number when the station is off-hook for a specified time period. The predetermined number is assigned in the central office by the Company and cannot be invoked or revoked by the subscriber. The predetermined number may not be forwarded to an operator or Company official number. The Warm Line delay feature allows use of a standard telephone instrument and normal telephone service.

f. Call Waiting ID

Enables the subscriber to view on an Analog Display Services Integration (ADSI) compatible CPE display device the calling party's name and telephone number associated with an incoming Call Waiting call, unless the name and telephone number of the calling party is suppressed, either via Per Call or Per Line Blocking. This gives customers the opportunity to identify incoming callers without interrupting their current call. Subscription to Caller ID and Call Waiting is required in order to subscribe to Call Waiting ID.

LOCAL EXCHANGE SERVICES

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8. MISCELLANEOUS SERVICE ARRANGEMENTS

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8.4 CUSTOM CALLING SERVICES (Cont'd)**8.4.1 GENERAL (Cont'd)****g. Call Waiting Options**

Provides Call Waiting ID by means of an Analog Display Services Integration (ADSI) compatible CPE display device as described above, and provides a variety of options for handling a second call. These options may be exercised without interrupting the current call. Options for call handling during an active call include answering the call, sending a "please hold" message, conferencing the caller with the current call or forwarding the caller to a voice mail system. This feature is only available in packages.

h. Three-Way Calling

Allows the subscriber to add a second party to an existing conversation. If either of the parties hangs up, the subscriber may continue the conversation with the remaining person or add a different second party.

Three-Way Calling is available on a flat rate or usage sensitive basis. Under the usage sensitive basis, the customer will only be billed for successful activations. If, during a three-way call, one party disconnects and another party is connected, and additional activation charge will apply. The provision of this service is on an usage sensitive basis is subject to technical limitations and is provided on a where available basis. Upon the customer's request, blocking of this feature is available at no charge.

LOCAL EXCHANGE SERVICE

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8. MISCELLANEOUS SERVICE ARRANGEMENTS

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8.4 CUSTOM CALLING SERVICES (Cont'd)**8.4.1 General (Cont'd)****i. Three-Way Calling with Transfer**

- (1) This feature allows a business subscriber to hold an in-progress call and complete a second call while maintaining privacy from the first call, or to add on the previously held call for a three-way conference. Incoming calls may be transferred to another access arrangement on an inter- or intra-switch basis, except as specified in Section 8.9.1.k.(1)(c) following.

The subscriber can transfer the caller to the secondary destination in one of three ways:

- (a) **Blind Transfer**
By placing the original caller on hold, dialing the secondary destination, and upon hearing the ring, hang up, resulting in the original caller being connected to the secondary destination.
- (b) **Announced Transfer**
By placing the original caller on hold, dialing the secondary destination, and upon the party at the secondary destination answering the phone, the subscriber announces the transfer of the call (on hold at the time) and hangs up (on hook), resulting in the original caller being connected to the secondary destination.
- (c) **Three-Way Conferencing with Option to Transfer**
By placing the original caller on hold, dialing the secondary destination, and upon the party at the secondary destination answering the phone, taking the original caller off-hold; resulting in a three way connection. The subscriber can then hang up; resulting in the original caller continuing to be connected to the caller at the secondary destination.
- (2) The subscriber of Three-Way Calling with Transfer can receive or originate the initial call. Three-Way Calling with Transfer allows the subscriber to originate both legs of a three way connection and subsequently disconnect, enabling the other parties to remain connected.
- (3) Where the subscriber originates both legs of a three-way call, those legs will remain bridged together when the subscriber goes on hook when at least one of the legs is a call for which both the originating and terminating points are served by the same switch. Where the subscriber originates two inter-switch legs of a three-way call, both legs remain bridged when the subscriber goes on hook where the serving switch is not a 5ESS switch. For such calls in a 5ESS switch, both inter-switch legs are disconnected when the subscriber goes on hook.

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8. MISCELLANEOUS SERVICE ARRANGEMENTS

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8.4 CUSTOM CALLING SERVICES (Cont'd)**8.4.1 General (Cont'd)****i. Three-Way Calling with Transfer (Cont'd)**

- (4) This feature shall not be used to extend calls on a planned and continuing basis to intentionally avoid the payment in whole or in part of message charges, toll or otherwise, that would regularly be applicable between the stations bridged together by the subscriber.
- (5) The Three-Way Calling with Transfer subscriber is responsible for all applicable local and toll usage charges for calls originated by the subscriber, including connections which continue after the subscriber exits the call.

8.4.2 PROVISION OF SERVICE

- a. Custom Calling Services are limited to areas served by central office facilities capable of providing the services.
- b. These services are furnished only in connection with individual line service. The services are not available in connection with Advanced Business Connection Service, ISDN-PRI or ISDN-BRI.
- c. Service charges do not apply when these services are installed.

8.4.3 RATES AND CHARGES

| | <u>Current Monthly Rate</u> | <u>Maximum Monthly Rate</u> |
|-----------------------------------|---------------------------------|---------------------------------|
| a. Custom Calling Services | | |
| (1) Enhanced Call Waiting | \$5.00 | \$20.00 |
| (2) Call Forward Features | | |
| (a) Call Forwarding | 3.00 | 12.00 |
| (b) Call Forward-Fixed | 1.00 | 4.00 |
| (c) Remote Call Forward* | 3.00 | 12.00 |
| (d) Call Forward No Answer- Fixed | 1.00 | 4.00 |

* Appropriate B-1 line rate also applies.

LOCAL EXCHANGE SERVICES

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8. MISCELLANEOUS SERVICE ARRANGEMENTS

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8.4 CUSTOM CALLING SERVICES (Cont'd)**8.4.3 RATES AND CHARGES (Cont'd)****a. Custom Calling Services (Cont'd)**

| | <u>Current Monthly Rate</u> | <u>Maximum Monthly Rate</u> |
|--|---------------------------------|---------------------------------|
| (2) Call Forward Features (Cont'd) | | |
| (e) Call Forward No Answer- Customer Programmable | \$1.00 | \$4.00 |
| (f) Call Forward No Answer- Customer Controlled | 1.00 | 4.00 |
| (g) Call Forward Busy-Fixed | 1.00 | 4.00 |
| (h) Call Forward Busy-Customer Programmable | 1.00 | 4.00 |
| (i) Call Forward Busy-Customer Controlled | 1.00 | 4.00 |
| (j) Call Forward Remote Activation | 5.75 | 23.00 |
| (3) Speed Dial 8 | 3.00 | 12.00 |
| (4) Three-Way Calling Usage Charge (Per Activation) | 4.00 0.95 | 16.00 3.80 |
| (5) SignalRing Plus | 4.00 | 16.00 |
| (6) Hot Line | 3.00 | 12.00 |
| (7) Warm Line | 3.00 | 12.00 |
| (8) Three-Way Calling with Transfer* | 5.00 | 20.00 |
| (9) Call Waiting ID | 6.00 | 24.00 |

* Available with business individual line service only.

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8.4 CUSTOM CALLING SERVICES (Cont'd)**8.4.3 RATES AND CHARGES (Cont'd)****b. Custom Calling Service Packages**

| | <u>Current Monthly Rate</u> | <u>Maximum Monthly Rate</u> |
|---|-------------------------------------|-------------------------------------|
| Package 1: Enhanced Call Waiting Three-Way Calling Call Forwarding Call Forward No Answer-Fixed Call Forward Busy-Fixed Business | \$ 9.00 | \$36.00 |
| Package 2: Enhanced Call Waiting Three-Way Calling Return Call Call Forward No Answer-Fixed Call Forward Busy-Fixed Business | 10.00 | 40.00 |
| Package 3: Enhanced Call Waiting Three-Way Calling Call Forwarding Return Call Repeat Dialing Call Forward No Answer-Fixed Call Forward Busy-Fixed Business | 8.00 | 32.00 |
| Package 4: Enhanced Call Waiting* Three-Way Calling Call Forwarding Return Call Repeat Dialing Caller ID With Name Speed Dial 8 Call Waiting ID Call Forward No Answer-Fixed Call Forward Busy-Fixed Business | 18.00 | 72.00 |

* Talking Call Waiting is available to subscribers of Package 4 at the monthly rate shown in Section 8.13.2.

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8.4 CUSTOM CALLING SERVICES (Cont'd)**8.4.3 RATES AND CHARGES (Cont'd)****b. Custom Calling Service Packages (Cont'd)**

| | <u>Current Monthly Rate</u> | <u>Maximum Monthly Rate</u> |
|---|-------------------------------------|-------------------------------------|
| Package 6: Three-Way Calling Call Forwarding Return Call Caller ID With Name Call Forward No Answer-Fixed Call Forward Busy-Fixed Business | \$16.00 | \$64.00 |
| Package 7: Priority Package Call Forwarding Call Forward No Answer-Fixed Call Forward Busy-Fixed Enhanced Call Waiting Caller ID With Name Anonymous Call Rejection Business | 12.00 | 48.00 |

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8. MISCELLANEOUS SERVICE ARRANGEMENTS

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8.5 DIRECT INWARD DIAL (DID) SERVICE**8.5.1 GENERAL**

- a. DID Service permits calls incoming to a PBX System, Telephone Answering Service or other Customer Premises Equipment requiring outpulsing-of-digits from the network to reach a specific station line without the assistance of an attendant. DID Service is provided subject to the availability of facilities and telephone numbers.
- b. The service includes the central office switching equipment necessary for inward dialing from the exchange and local toll network directly to the stations associated with the Customer Premises Equipment.
- c. The service must be provided on all lines in a trunk group arranged for Inward Service.
- d. The assignment of telephone numbers and the sequence of the numbers assigned to a DID Service is made at the discretion of the Company. The Company does not guarantee to provide DID numbers arranged in a consecutive manner.
- e. Subscribers of DID Service must obtain adequate facilities to permit performance without injurious effect upon any services rendered by the Company in the Switching Network. Service standards must be maintained at a P.01 grade of service as determined by the Company. Unassigned numbers in a block of numbers purchased by the customer must be intercepted by recorded announcement or attendant at the customer location.

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8. MISCELLANEOUS SERVICE ARRANGEMENTS

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8.5 DIRECT INWARD DIAL (DID) SERVICE (Cont'd)**8.5.1 GENERAL (Cont'd)**

- f. Directory listings will be provided in accordance with the regulations of Section U6.1.e of this tariff for PBX systems. DID numbers furnished herein are not entitled to free directory listings.
- g. Customers will be contractually bound for the provision of DID service and the service will carry a twelve (12) month Basic Termination Liability.
- h. These services are offered on a flexible pricing basis within the range of rates shown in Section 8.11.2 following. Flexible pricing will be offered on a statewide basis.
- i. DID Service is offered on a central office basis. Since a central office can accommodate one or more NXX's and the assignment of telephone numbers and the sequence assigned to a DID Service is made at the discretion of the Company (see d. preceding), the rates charged are applied to the total of DID telephone numbers.

When a telephone exchange is served by more than one (1) central office or when DID Service subscribers are provided DID from more than one (1) telephone exchange/central office, the rates charged are applied individually per central office.

8.5.2 RATES AND CHARGES**a. Rate Bands**

| | <u>Rate, Per Number</u> | |
|--------------------------|-------------------------|----------------|
| | <u>Current</u> | <u>Maximum</u> |
| first 20-100 numbers | \$1.65 | \$6.60 |
| next 101-400 numbers | 1.40 | 5.60 |
| next 401-1000 numbers | 1.15 | 4.60 |
| next 1001 numbers and up | 0.90 | 3.60 |

- b. DID rates are billed on a progressive basis. The first group of numbers, twenty to one hundred (20-100), are billed from the first rate band, the next one hundred and one to four hundred (101-400) are billed from the second band, etc.
- c. DID numbers assigned in an Electromechanical Office are available in blocks of one hundred (100) numbers only. DID numbers assigned in a Digital Office are available in blocks of twenty (20) numbers.
- d. The initial installation charge is \$500.00 regardless of the type of central office or the quantity of numbers requested.
- e. Subsequent additions must be subscribed to in blocks of twenty (20). The installation charge for additions is \$100.00.

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8. MISCELLANEOUS SERVICE ARRANGEMENTS

(Z)

8.6 ROTARY TRUNK HUNTING**8.6.1 GENERAL**

Rotary Trunk Hunting is a central office arrangement designed to select the next available line of a subscriber's group of hunting lines when the line associated with the called number of the subscriber is busy.

8.6.2 RATES AND CHARGES

Rotary Trunk Hunting is available upon customer request with individual lines and trunks at no charge. The individual line or trunk rate as specified in Section 3 applies for each line or trunk arranged with Rotary Trunk Hunting.

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8. MISCELLANEOUS SERVICE ARRANGEMENTS

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8.7 RESTRICTION SERVICE**8.7.1 GENERAL**

Restriction Service is a service which enables customers to restrict certain types of outgoing calls from being placed over their exchange lines/trunks. This capability is provided only by means of recorded announcement restriction. This service is provided only where facilities are available.

Restriction Service is provided in groupings of options containing various sets of codes to be restricted. The options are available to basic business, key and PBX customers in either flat, message or measured service environments.

8.7.2 REGULATIONS

- a. Customers may subscribe to any option they choose but are limited to subscribing to only one (1) option per line/trunk or group of lines/trunks.
- b. Restriction Service is provided only from central offices equipped to provide this service and where facilities are available.
- c. Restriction Service does not provide restriction of calls to 911 emergency reporting service.
- d. Although customers may restrict certain types of outgoing calls, customers are responsible for calls charged to their number via third number billing, collect or credit card call.
- e. The Company shall not be liable to any person for damages of any nature or kind arising out of, or resulting from, or in connection with the provision of this service, including but not limited to, the inability of access to the operator for any purpose, or any other restricted codes specified for the options listed in Section 8.7.3 following.

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8. MISCELLANEOUS SERVICE ARRANGEMENTS

(Z)

8.7 RESTRICTION SERVICE (Cont'd)**8.7.3 RESTRICTION OPTIONS**

Following are the Restriction Options as determined by the Company. These options may be changed or new options added as determined appropriate by the Company.

- (1) Option #1 - 1+, 0-, 0+
101XXXX access to any dialing pattern
(allows toll free calls to 1+8XX)
- (2) Option #2 - 0-, 0+
101XXXX 0+/0-
- (3) Option #3 - 1+500, 0+500, 1+700, 0+700, 1+900, 0+900 (only)
(allows 101XXXX access to the above dialing patterns)
- (4) Option #4 - 1+
011 + DDD to numbers outside the North American Numbering Plan
101XXXX1 access to 1+ and 011+ DDD to numbers
outside the North American Numbering Plan
(allows all toll free calls to 1+8XX)
- (5) Option #5 - 01+, 011+, 101XXXX 01+ and 101XXXX 011+ DDD to numbers
outside the North American Numbering Plan
(allows 00- access to international operator)
- (6) Option #6 - 1+ DDD
0-, 0+, 00-
01/011+DDD to numbers outside the North American Numbering Plan
Directory Assistance (411, 1411, 555-1212, 1-555-1212,
1-NPA-555-1212)
101XXXX access to any dialing pattern
Toll Free Code numbers (1 + 800, 1 + 888, etc.)
N11*, 500, 700, 900, 976

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8. MISCELLANEOUS SERVICE ARRANGEMENTS

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8.7 RESTRICTION SERVICE (Cont'd)**8.7.3 RESTRICTION OPTIONS** (Cont'd)

Following are the Restriction Options as determined by the Company. These options may be changed or new options added as determined appropriate by the Company (Cont'd)

- (7) Option #7 - 1+DDD
0-, 0+, 00-
01/011 +DDD to numbers outside the North American
Numbering Plan
Directory Assistance (411, 1411, 555-1212, 1-555-1212,
1-NPA-555-1212)
101XXXX access to any dialing pattern
N11*, 500, 700, 900, 976
(Allows toll free calls)
- (8) Option #8 - Repeat Dialing
- (9) Option #9 - Three-Way Calling
- (10) Option #10 - Return Call
- (11) Option #11 1+ 011 + DDD to numbers outside the North American
Numbering Plan
101XXXX1, 101XXXX011
(Allows all toll free calls to 1+8XX)
- (12) Option #12 011 + DDD to numbers outside the North American
Numbering Plan,
1 +500, 0+500, 1+900, 0+900, 976, (Does not block 101XXXX + 011)

* Where facilities allow, N11 will only be blocked if the call terminates outside the local calling area or to a non-toll-free number.

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8. MISCELLANEOUS SERVICE ARRANGEMENTS

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8.7 RESTRICTION SERVICE (Cont'd)**8.7.4 RATES AND CHARGES**

The following rates and charges are in addition to all applicable service charges, monthly rates and nonrecurring charges associated with exchange lines/trunks and other services associated with these services.

a. Monthly Recurring Charges

| <u>Option</u> | <u>Current</u> | <u>Maximum</u> |
|---------------|----------------|----------------|
| 1 | \$5.25 | \$21.00 |
| 2 | 5.25 | 21.00 |
| 3 | no charge | no charge |
| 4 | 5.25 | 21.00 |
| 5 | 5.25 | 21.00 |
| 6 | 5.25 | 21.00 |
| 7 | 5.25 | 21.00 |
| 8 | no charge | no charge |
| 9 | no charge | no charge |
| 10 | no charge | no charge |
| 11 | 5.25 | 21.00 |
| 12 | 5.25 | 21.00 |

These rates apply for the individual option to which the customer subscribes.

b. Nonrecurring Charges

The applicable charges are Service Order and Access Line Charge as found in Section 4 of this tariff. Service Order and Access Line Charges will not apply for Option #3 (900 blocking).

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8. MISCELLANEOUS SERVICE ARRANGEMENTS

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8.8 INCOMING BILLED NUMBER SCREENING (IBNS)**8.8.1 GENERAL**

- a. Incoming Billed Number Screening (IBNS) is an Operator Service which screens incoming collect or third number billed calls that are placed or billed to the customer. IBNS is limited by the number of long distance (local toll) centers subscribing to the national database.

The caller is advised by the operator that the call cannot be completed as collect or third number and other billing arrangements must be made.

Incoming Billed Number Screening is applied via telephone number. Each telephone number associated with an access line (i.e., Signaling Ring Plus numbers) requires its own subscription to Incoming Billed Number Screening.

- b. IBNS is available to all Classes-of-Service which utilize the Public Switched Network for long distance (local toll) calling,
- c. Operator screening of collect and third number calls cannot be guaranteed because not all long distance (local toll) centers access the data base; therefore, charges for any such calls will be the responsibility of the customer.

8.8.2 RATES AND CHARGES

| | | Current Monthly Rate | Maximum Monthly Rate |
|----|--|----------------------------|----------------------------|
| a. | Per Telephone Number Single Line Business | \$2.50 | \$10.00 |
| b. | Complex Accounts | | |
| | (1) Direct Inward Dial (DID) Customers Per DID Number | 0.50 | 2.00 |
| | (2) Non-DID Per "Associated Telephone Number" | 0.50 | 2.00 |

Non-Recurring

A Service Order Charge as found in Section 4 of this tariff, is applicable per main billing number for the installation of IBNS.

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8. MISCELLANEOUS SERVICE ARRANGEMENTS

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8.9 BILLED NUMBER SCREENING**8.9.1 GENERAL**

- a. Billed Number Screening is an arrangement which provides central office identification to the operator on 0 +/- dialed long distance (local toll) calls for billing instructions from a customer for outgoing calls.
- b. The following types of operator assisted calls are processed with Billed Number Screening:
 - (1) Third Number Billing
 - (2) Collect Call
 - (3) Calling Card (Operator Assisted Only)
 - (4) Any Combination of 1-3
- c. Local Exchange Service Calls are permitted over access lines arranged for Billed Number Screening.
- d. Subscribers of Billed Number Screening will be responsible for notifying the users of the service as to the types of calls allowed.
- e. The subscriber is responsible for calls charged to his number.
- f. Billed Number Screening is offered only from central offices equipped to provide the service.

8.9.2 RATES AND CHARGES

The following rates and charges will apply in addition to Service Charges as set forth in Section 4 of this tariff:

| | Current Monthly <u>Rate</u> | Maximum Monthly <u>Rate</u> |
|--|-----------------------------------|-----------------------------------|
| a. Per access line equipped for screening | \$2.50 | \$10.00 |

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8. MISCELLANEOUS SERVICE ARRANGEMENTS

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8.10 TELECOMMUNICATIONS SERVICE PRIORITY (TSP) SYSTEM**8.10.1 SERVICE DESCRIPTION**

- a. The Telecommunications Service Priority (TSP) System is a structured coding scheme that prescribes the order in which National Security Emergency Preparedness (NSEP) telecommunications services are installed or restored. The TSP System was developed to support the requirements of the U.S. Government and applies only to NSEP telecommunications services to which the Company is able to apply priority treatment. It requires and authorizes priority action by the Company.
- b. Conditions of emergency or crises that cause invocation of (NSEP) treatment can only be declared by authorized officials of the Federal Government or other official (Federal or non-Federal) specified by the Manager, National Communications System (NCS) on behalf of the Executive Office of the President of the United States.
- c. The Executive Office of the President through the TSP Program office, is empowered with the authority to receive, evaluate and process requests for NSEP services. The TSP Program Office makes the priority level assignments and issues the TSP authorization code reflecting the priority assignment associated with a request.

8.10.2 SERVICE LIMITATIONS

- a. Priority installation and/or restoration of NSEP telecommunications services shall be provided in accordance with Part 64.401, Appendix A of the FCC Rules and Regulations.

In addition, TSP System service shall be provided in accordance with the guidelines set forth in "Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP) Service User Manual" (NCS manual 3-1-1 dated July 9, 1990) and "Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP) Service Vendor Handbook" (NCS manual 3-1-2 dated July 9, 1990).

- b. The customer for the TSP System service must also be the same customer for the underlying exchange service with which it is associated.
- c. The Company will arrange for the installation and/or restoration of TSP System service upon receipt of the proper certification as specified in a. preceding.
- d. It is the responsibility of the TSP user to provide the TSP Authority Code to the Company with each service request. The TSP Authority Code is a twelve (12) character code denoting the order in which service is provisioned.

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8. MISCELLANEOUS SERVICE ARRANGEMENTS

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8.10 TELECOMMUNICATIONS SERVICE PRIORITY (TSP) SYSTEM (Cont'd)**8.10.2 SERVICE LIMITATIONS (Cont'd)****e. Priority Installation or Repair**

(1) When a customer for TSP System service requests that service be installed or repaired on an expedited or emergency basis in accordance with Part 64.401, Appendix A of the FCC Rules and Regulations, the customer will be required to bear the excess costs of providing service on an expedited basis.

(2) The calculated excess costs would be in addition to all other service and installation charges normally applicable.

f. When performing Priority Installation or Priority Restoration (repair) on TSP designated services in compliance with Part 64.401, Appendix A of the FCC Rules and Regulations, the Company may not be in a position to notify the customer regarding additional labor charges if additional labor is required. The customer recognizes that quoting charges and obtaining permission to proceed with the installation or restoration of service may cause unnecessary delays and grants the Company the right to quote charges after the installation or restoration has been completed.

8.10.3 RULES AND REGULATIONS

a. Under certain conditions, it may be necessary to preempt one (1) or more customer services with a lower (or no) restoration priority in order to install or restore NSEP telecommunications service(s). If preemption is necessary and if circumstances permit, the Company will make every reasonable effort to notify the preempted customer of the action to be taken. Credit allowance for service preemption will adhere to the provisions appearing in Section 2.76 of this tariff.

b. No charge applies when a TSP designation is discontinued.

c. With the exception of credit information, a customer obtaining TSP System service acknowledges and consents to the provision of certain customer service details by the Company to the Federal Government to allow for the proper maintenance and administration of the TSP System. That information includes, but is not necessarily limited to:

(1) Confirmation of completed TSP service orders directly to the Manager, National Communications System (NCS);

(2) Verification of installation and/or restoration priority level assignment(s) with the Manager, NCS;

(3) Reconciliation of TSP service information with the Manager, NCS, or the customer (prime service vendor).

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8. MISCELLANEOUS SERVICE ARRANGEMENTS

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8.10 TELECOMMUNICATIONS SERVICE PRIORITY (TSP) SYSTEM (Cont'd)**8.10.4 TSP RATE CATEGORIES**

- a. There are two (2) basic rate categories which apply to TSP System service:
 - (1) Priority Installation
 - (2) Priority Restoration
 - (a) Level Implementation
 - (b) Level Change
 - (c) Maintenance Administration
- b. Certain activities associated with the TSP System are included in the rate elements as follows:
 - (1) Priority Installation includes order coordination.
 - (2) Priority Restoration includes system development, verification and confirmation.

8.10.5 RATES AND CHARGES

The following rates and charges are in addition to all other rates and charges that may be applicable for other services furnished in conjunction with TSP service:

| | Current Nonrecurring Charge | Maximum Nonrecurring Charge | Current Monthly Rate | Maximum Monthly Rate |
|--|-----------------------------------|-----------------------------------|----------------------------|----------------------------|
| a. Priority Installation (PI) (See Note 1) | | | | |
| (1) Per circuit | \$42.00 | \$168.00 | --- | --- |
| b. Priority Restoration (PR) | | | | |
| (1) Level Implementation, per circuit | 65.00 | 260.00 | --- | --- |
| (2) Level Change, per circuit | 65.00 | 260.00 | --- | --- |
| (3) Maintenance/Administration, per circuit | --- | --- | --- | --- |
| Level 1 | --- | --- | \$3.75 | \$15.00 |
| Level 2 | --- | --- | 3.75 | 15.00 |
| Level 3 | --- | --- | 3.75 | 15.00 |
| Level 4 | --- | --- | 3.75 | 15.00 |
| Level 5 | --- | --- | 3.75 | 15.00 |

Note 1: When a General Subscriber Service is ordered with both PI and PR, the associated nonrecurring charge for both applies.

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8.11 EXPRESSTOUCH SERVICE**8.11.1 GENERAL**

- a. ExpressTouch services are a group of central office-based call management features that forward the calling party's number to a terminating central office, allowing customers to effectively manage their call flow. ExpressTouch services work only on calls that originate and terminate within ExpressTouch equipped offices, i.e., calls within a single ExpressTouch equipped office or calls between ExpressTouch equipped offices linked by Signaling System 7 (SS7) network technology.

8.11.2 REGULATIONS

- a. ExpressTouch services are provided from specially equipped Company Central Offices and enable customers to access various features by dialing a specific code on either a rotary-dial or Touch-Tone calling basis. ExpressTouch services are not provided on dial tone lines serving any Private Branch Exchange (PBX).
- b. The customer of record will be responsible for all rates and charges associated with ExpressTouch services as described in Section 8.11.3 following. The customer of record will be charged for all features activated on his service and charged the applicable monthly subscription rate for each line on which ExpressTouch services are provided.
- c. The services are available to business customers who have rotary or Touch-Tone service for calls within the ExpressTouch service area. Customers with rotary service can access ExpressTouch by dialing "11" instead of "***".
- d. ExpressTouch can be provided on a stand alone basis or may be enhanced by use with Custom Calling Service features as described in other sections of this tariff.
- e. An ExpressTouch customer may employ available ExpressTouch features only under the following conditions:
 - (1) When both the ExpressTouch customer and the other party involved in the call are served from the same central office, even if the other party does not subscribe to ExpressTouch.
 - (2) When both the ExpressTouch customer and the other party involved in the call are served from different central offices which are linked by facilities that can handle the delivery of the calling number, even if the other party does not subscribe to ExpressTouch.
- f. Where the customer subscribes to Calling Number Delivery, the calling number will be forwarded from the terminating central office to the customer provided Customer Premises Equipment (CPE) display unit.

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8. MISCELLANEOUS SERVICE ARRANGEMENTS

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8.11 EXPRESSTOUCH SERVICE (Cont'd)**8.11.2 REGULATIONS (Cont'd)**

- g. Service charges do not apply when these services are installed.
- h. ExpressTouch features cannot be activated for PBX equipment or ISDN-PRI.
- i. Number delivery for calls originated from PBX will display the main PBX number only.
- j. Caller ID Per Line Blocking is available to all customers at the rate shown in Section 8.22.4.f and is available at no charge to law enforcement and crisis intervention agencies as follows:
 - (1) The agency should establish that its business is law enforcement or one which the divulgence of identities over the telephone could cause serious personal or physical harm to its employees or clients, such as a domestic violence intervention agency and;
 - (2) The agency should establish that the forwarding of numbers through Calling Number Delivery would seriously impair or prevent it from performing its business and;
 - (3) The agency should establish that no reasonable offering by the Company, other than blocking, will protect its desired anonymity.

The head of the agency must submit written certification on official letterhead to local Company management citing the need for blocking when the conditions outlined in this tariff are met.
- k. Due to Caller ID Blocking, the Calling Number Delivery/Caller ID With Name feature is not suitable for the provision of 911 or E911 and is, therefore, not available to 911 or E911 providers.

LOCAL EXCHANGE SERVICES

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8. MISCELLANEOUS SERVICE ARRANGEMENTS

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8.11 EXPRESSTOUCH SERVICE (Cont'd)**8.11.3 EXPRESSTOUCH FEATURES****a. Return Call**

Return Call enables a customer to place a call to the telephone number associated with the most recent call received, whether or not the call was answered or the number is known. The customer can dial an activation code to request that the network place the call.

If the called line is available, the call is completed. If the called line is not available (busy or not answered) and the Return Call feature is activated, a confirmation announcement is heard, the customer hangs up and a queuing process begins. For the next thirty (30) minutes, both the calling and called lines are checked periodically for availability to complete the call. If during this queuing process the called line becomes idle, the calling customer is notified, via a distinctive ring, that the network is ready to place the call. When the customer picks up the telephone, the call will automatically be placed. If the customer has Calling Number Delivery, the calling party's number will be displayed simultaneously with the distinctive ring.

If the last incoming call originated from a telephone where delivery of the number was suppressed, either via per call or per line blocking, the Return Call feature will not activate.

Return Call is available on a flat rate or a usage sensitive basis. Under the usage sensitive basis, whether the customer chooses to advance the call or abandon the call, the activation charge will apply. The provision of this service on a usage sensitive basis is subject to technical limitations and is provided on a where available basis.

b. Repeat Dialing

Repeat Dialing, when activated, automatically redials the last number the customer dialed if the call was answered, not answered or busy. If the called line is available, the call will be placed. If the called line is not available, a confirmation announcement is heard, the customer hangs up and a queuing process begins. For the next thirty (30) minutes, both the calling and called lines are checked periodically for availability to complete the call. If during this queuing process the called line becomes idle, the customer is notified, via a distinctive ring, that the network is ready to place the call. When the customer picks up the telephone, the call will automatically be placed.

Repeat Dialing is available on a flat rate or a usage sensitive basis. Under the usage sensitive basis, the customer will incur an activation charge whether the customer chooses to advance or abandon the call. The provision of this service on a usage sensitive basis is subject to technical limitations and is provided on a where available basis.

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8. MISCELLANEOUS SERVICE ARRANGEMENTS

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8.11 EXPRESSTOUCH SERVICE (Cont'd)**8.11.3 EXPRESSTOUCH FEATURES (Cont'd)****c. Call Trace**

Call Trace enables the customer to initiate an automatic trace of the last call received, regardless of the time lapse since the last call, providing there have been no intervening outgoing calls. To initiate the trace, the customer must dial an activation code, then dial a "1". Upon activation by the customer, the network automatically sends a message to the Company indicating the calling number, the time the call was received and the time the trace was activated. The customer using this feature is required to contact the local Company business office for further action. The customer is not provided the traced number.

If the customer makes or receives another call after hanging up from the traced call or if the Call Waiting feature (described in other Sections of this tariff) is activated prior to activating the trace, Call Trace will not record the correct number.

In situations where the Call Trace functionality is activated by a subscriber, information pertaining to nonpublished numbers will be provided to the authorized law enforcement agency upon request of the agency.

This feature requires no additional equipment on the customers' premises. This feature can be activated to trace calls that have originated from payphones. Call Trace will trace only those calls which are originated from a location served by the ExpressTouch network.

A separate charge applies to each activation of this feature.

d. Calling Number Delivery

Calling Number Delivery enables the display of the incoming calling telephone number on a Customer Premises Equipment (CPE) display device attached to the customer's telephone line. (NOTE: CPE must comply with Part 68 of the FCC Rules and Regulations). The number is delivered for continuous display during the silent period between the first and second ringing cycles. A telephone with display capability is required to receive and display the calling number information. The calling party must be part of the ExpressTouch network to have the number displayed.

The calling number for a call that has been call forwarded will be displayed on the forwarded station if it has the Calling Number Delivery feature.

The Company will forward all telephone numbers, subject to technical limitations, including telephone numbers associated with Nonpublished Listing Service described in other sections of this tariff. Numbers from non-ExpressTouch offices cannot be delivered.

LOCAL EXCHANGE SERVICES

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8. MISCELLANEOUS SERVICE ARRANGEMENTS

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8.11 EXPRESSTOUCH SERVICE (Cont'd)**8.11.3 EXPRESSTOUCH FEATURES (Cont'd)****e. Caller ID Per Call Blocking**

Caller ID Per Call Blocking allows a customer to temporarily prevent the transmission of that customer's directory number and/or name when making a call, and thus control availability of the calling number to the called party.

The transmission of the directory number and/or name can be temporarily prevented on an as needed basis by dialing a preassigned access code prior to making a call. This action must be repeated each time a call is made to prevent transmission of the directory number and/or name.

Caller ID Per Call Blocking is available to all customers.

Caller ID Per Call Blocking will not prohibit the delivery of the calling party's telephone number and/or name to 800/888 Service customers.

f. Caller ID Per Line Blocking

Caller ID Per Line Blocking allows customers to prevent transmission of their directory numbers and/or names on all outgoing calls placed from the customer's line. Caller ID Per Line Blocking is in operation on a continuous basis. A service order is required to establish or remove this feature.

The transmission of the directory number and/or name can be temporarily enabled on an as needed basis by dialing a preassigned access code prior to making a call. This action must be repeated each time a call is made to allow transmission of the directory number and/or name.

Caller ID Per Line Blocking is available to certain customers as described in Section 8.11.2.j preceding, at no charge.

Caller ID Per Line Blocking will not prohibit the delivery of the calling party's telephone number and/or name to 800/888 Service customers.

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8. MISCELLANEOUS SERVICE ARRANGEMENTS

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8.11 EXPRESSTOUCH SERVICE (Cont'd)**8.11.3 EXPRESSTOUCH FEATURES (Cont'd)****g. Selective Call Forward**

Selective Call Forward allows subscribers to give priority treatment to certain calls by transferring only those calls originating from a subscriber-designated list of telephone numbers. The subscriber may include up to twelve (12) telephone numbers from the ExpressTouch service area on the Selective Call Forward list. The feature screens incoming calls against the subscriber's list. Calls coming from a number on the subscriber's list are forwarded to another telephone number designated by the subscriber.

Subscribers activate and deactivate the feature by dialing an access code. Automatic announcements tell subscribers whether the feature is activated or deactivated, what directory numbers are on the screening list and the forward-to directory number. Subscribers can modify this information in response to prompts from the Company's central office equipment.

h. Selective Call Acceptance

Selective Call Acceptance screens incoming calls against a list of subscriber-specified directory numbers and accepts only those calls from numbers on the list. Calls from other numbers within the ExpressTouch service area are denied access to the subscriber's line; callers receive an announcement stating that the called party is not accepting calls at this time. Calls from outside the ExpressTouch service area will ring normally.

This feature also controls access to computer lines for security reasons by restricting directory numbers that can terminate to computer lines.

Subscribers can include up to twelve (12) numbers from within the ExpressTouch service area on their Selective Call Acceptance list. Subscribers dial an access code to activate or deactivate the feature, determine status of the feature, review the Selective Call Acceptance list and add or delete numbers from the list.

i. Selective Call Blocking

Selective Call Blocking allows subscribers to reject incoming calls from up to twelve (12) numbers on a list designated by the subscriber. Subscribers may create the Selective Call Blocking screening list from among telephone numbers within the ExpressTouch service area. When a call is placed to the subscriber's number from a number on the screening list, the caller receives an announcement that the called party is not accepting calls at this time.

By dialing a code immediately after an unwanted call is received, subscribers can add the last incoming call number to their Selective Call Blocking list even if the number is unknown to them.

Selective Call Blocking will not operate if the incoming call number is outside the ExpressTouch service area.

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8. MISCELLANEOUS SERVICE ARRANGEMENTS

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8.11 EXPRESSTOUCH SERVICE (Cont'd)**8.11.3 EXPRESSTOUCH FEATURES (Cont'd)****i. Selective Call Blocking (Cont'd)**

Subscribers may activate and deactivate the feature, determine feature status, review the directory number list and add or delete entries from the list by dialing access and modification codes.

j. Caller ID With Name

Caller ID With Name enables the display of the number of the calling party and the name (up to fifteen (15) characters) associated with the calling party's directory listing on a Customer Premises Equipment (CPE) display device attached to the customer's telephone line. The calling party's number and associated name are delivered for continuous display during the silent period between the first and second ringing cycles. A telephone with display capability is required to receive and display the calling number and name.

The Company will forward all telephone numbers and associated names, subject to technical limitations, including telephone numbers and associated names of customers subscribing to Nonpublished Listing Service described in other sections of this tariff.

k. Anonymous Call Rejection (ACR)

Anonymous Call Rejection (ACR) allows customers to reject receipt of calls where number and/or name delivery has been blocked. The calling party who has chosen to block number and/or name delivery will hear a recorded announcement stating that the called party will not accept number or name blocked calls. Anonymous Call Rejection will be available free of charge to customers who subscribe to Calling Number Delivery and Caller ID With Name

l. Selective Call Ring

Selective Call Ring is a service which allows subscribers to differentiate incoming calls by assigning a distinctive ring to certain numbers. If the Selective Call Ring subscriber also has Call Waiting and is on the phone, a distinctive call waiting tone will alert the subscriber to an incoming call from a number on the screening list.

The distinctive ring or distinctive call waiting tone is activated when a call is received from a telephone number that matches one (1) of up to thirty-one (31) numbers on the Selective Call Ring list. The Selective Call Ring list is created by the subscriber through an interactive dialing sequence and can be altered at the subscriber's discretion. The feature can also be deactivated at the subscriber's discretion.

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8. MISCELLANEOUS SERVICE ARRANGEMENTS

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8.11 EXPRESSTOUCH SERVICE (Cont'd)**8.11.3 EXPRESSTOUCH FEATURES (Cont'd)****I. Selective Call Ring (Cont'd)**

For Selective Call Ring to work, the incoming call must be identified by the switch as a unique number. The feature will not work on numbers that are part of a multi-line hunt group unless the number is the main number or each terminal has a unique number assigned within the group.

8.11.4 RATES AND CHARGES

| | Current Monthly <u>Rate</u> | Maximum Monthly <u>Rate</u> |
|--|-----------------------------------|-----------------------------------|
| a. Return Call Usage Charge (Per Activation) | \$4.00 .95 | \$12.00 3.80 |
| b. Repeat Dialing Usage Charge (Per Activation) | 4.00 .95 | 12.00 3.80 |
| c. Call Trace Usage Charge (Per Activation) | 5.00 | 20.00 |
| d. Calling Number Delivery | 8.00 | 32.00 |
| e. Caller ID Per Call Blocking | No Charge | No Charge |
| f. Caller ID Per Line Blocking | 2.00 | 8.00 |
| g. Selective Call Forward | 3.50 | 14.00 |
| h. Selective Call Acceptance | 4.00 | 16.00 |
| i. Selective Call Blocking | 4.00 | 16.00 |
| j. Caller ID With Name | 8.00 | 32.00 |
| k. Anonymous Call Rejection (ACR) | | |
| (1) With Caller ID With Name or Calling Number Delivery | No Charge | No Charge |
| (2) Anonymous Call Rejection (ACR) | 3.50 | 14.00 |
| l. Selective Call Ring | 3.50 | 14.00 |

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8. MISCELLANEOUS SERVICE ARRANGEMENTS

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8.12 PRIVACY ID**8.12.1 GENERAL**

Privacy ID provides Caller ID subscribers with the ability to identify unavailable, unknown, blocked and private numbers. Privacy ID intercepts all unidentified calls before the subscriber's telephone rings then asks the caller to state their name or company. Once the calling party has responded, the service rings the subscriber and announces the calling party's information. The subscriber has the option to accept the call, reject the call, play an announcement to the calling party or forward the call to voicemail.

8.12.2 REGULATIONS

1. The Privacy ID subscriber may provide calling parties with a Caller's Access Code. Use of this access code allows the calling party to bypass Privacy ID.
2. Privacy ID is provided subject to availability of facilities.
3. Privacy ID is not offered in conjunction with Integrated Service Digital Network (ISDN), Public Communication Service, Centrex, Centrex Service II and PBX systems.
4. When the Call Trace and Return Call features are activated on calls intercepted by Privacy ID, the telephone number captured is that of the Service Node, which performs Privacy ID, not the telephone number of the calling party.
5. Caller ID with Name is required in order to subscribe to Privacy ID.
6. Service Charges do not apply when Privacy ID is installed.

8.12.3 RATES AND CHARGES

1. Service charges and monthly rates for exchange access lines and other services with which this service is associated apply, as appropriate.

| | <u>Current Monthly Rate</u> | <u>Maximum Monthly Rate</u> |
|--|---------------------------------|---------------------------------|
| 2. Privacy ID | \$5.95 | \$23.80 |
| 3. Privacy ID is available as an add-on to Personal II Solution at a monthly rate of \$4.00. | | |

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8. MISCELLANEOUS SERVICE ARRANGEMENTS

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8.13 TALKING CALL WAITING**8.13.1 GENERAL**

- a. Talking Call Waiting allows customers to know who is calling while they are on the telephone with another party. Talking Call Waiting enhances Call Waiting by allowing the customer to hear the name associated with the directory listing of the calling number after hearing the call waiting tone while the customer is on the line. Any and all available names will be voiced to the subscriber. If the name is not available, the terms "private" or "unavailable" will be voiced in the appropriate situation. The term "private" is voiced if the caller has suppressed the delivery of name and number using per-line or per-call blocking. The term "unavailable" is voiced if the calling and called parties are not connected via SS7 facilities, or the number is not passed by the calling party Telecommunication Provider, or the calling party's number is not associated with a name in the LIDB database. Talking Call Waiting Service subscribers will hear both a call waiting tone plus the name of the calling party, if available, on an incoming call. The customer then presses the switch hook or flash button to place the current call on hold and talk to the call waiting party.
- b. Talking Call Waiting is provided subject to availability of facilities.
- c. Talking Call Waiting is available on a monthly subscription basis. This service requires no additional adjunct or telephone display equipment.
- d. Talking Call Waiting is available to single-line business customers.
- e. Talking Call Waiting is not offered in conjunction with Digital Centrex Service, Direct Inward Dialing (DID) Service, PBX trunk, or Integrated Services Digital Network (ISDN).
- f. A Call Waiting feature, including but not limited to, Call Waiting, Enhanced Call Waiting, or any package containing the Call Waiting feature, is required in order to subscribe to Talking Call Waiting.
- g. Service connection charges do not apply when Talking Call Waiting is installed.
- h. Talking Call Waiting does not work in conjunction with Call Waiting ID. When a customer subscribes to both Talking Call Waiting and Call Waiting ID the service will default to Call Waiting ID.

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8. MISCELLANEOUS SERVICE ARRANGEMENTS

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8.13 TALKING CALL WAITING (Cont'd)**8.13.2 RATES AND CHARGES**

- a. Service charges and monthly rates for exchange access lines and other services with which this service is associated apply, as appropriate.

| | <u>Current Monthly Rate</u> | <u>Maximum Monthly Rate</u> |
|----------------------|---------------------------------|---------------------------------|
| Talking Call Waiting | \$ 2.95 | \$11.80 |

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8. MISCELLANEOUS SERVICE ARRANGEMENTS

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8.14 CALL LINE IDENTIFIER**8.14.1 General**

- a. Call Line Identifier is used to attempt to trace and identify, at the request of a subscriber, the source or origin of obscene, harassing, and/or other nuisance type of telephone calls. Call Line Identifier service is intended for situations where subscribers require extended trace for a specified length of time on a per line basis. The Call Trace feature, as specified in Section 8.11.3.c. of this tariff, differs from Call Line Identifier service in that Call Trace is activated on a per call basis.

8.14.2 Regulations

- a. Subscribers initiate requests for Call Line Identifier service by contacting the Annoyance Call Center.
- b. Requests for Call Line Identifier service will be evaluated by the Annoyance Call Center. The Company will trace calls when requested based upon the availability of line identification equipment.
- c. Call Line Identifier service will apply per line upon request at the rates and for the time periods specified in Section 8.14.3 following.
- d. The Company does not guarantee successful call trace results when line identification equipment is placed. When call trace results are successful, the identity of the offending line subscriber will only be furnished to the appropriate law enforcement agency, pursuant to signed Disclosure Authorization by the offended subscriber.
- e. In the event a customer requested call trace is unsuccessful, the customer will be given the option of changing the telephone number at no charge.
- f. The Company will not be liable for any damages or injuries of whatever kind to property or to any individuals, which may, in any manner, result from the provision of this service, or from any mistakes, interruptions, delays, or errors by the Company in connection with Call Line Identifier service which were not caused by the Company's failure to maintain proper standards of maintenance and operation or by the Company's failure to exercise reasonable supervision (i.e., willful neglect).

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8. MISCELLANEOUS SERVICE ARRANGEMENTS

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8.14 CALL LINE IDENTIFIER (Continued)**8.14.2 Regulations (Continued)**

- g. This tariff does not apply to trap and trace ordered by the state or federal courts, or to emergency situations, such as kidnapping, threatening of jurors, witnesses, or judicial officers, or similar emergencies, declared by a law enforcement agency within its legal powers.
- h. Any Call Line Identifier conducted under this tariff shall be at the discretion of the Company and is subject to the availability of facilities.

8.14.3 Rates and Charges

| | <u>Current Nonrecurring Charge</u> | <u>Maximum Nonrecurring Charge</u> |
|---|--|--|
| a. 30 – Day Period (per line) | \$ 50.00 | \$200.00 |
| b. 12 – Month Period (per line) | 55.00 | 220.00 |
| c. Renewal Request for 30 – Day or 12 – Month Periods which involve the same telephone number(s) (per line) | 20.00 | 80.00 |

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9. INTEGRATED SERVICES DIGITAL NETWORK (ISDN)

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9.1 PRIMARY RATE INTERFACE (PRI)**9.1.1 General**

- a. Integrated Services Digital Network (ISDN) - Primary Rate Interface (PRI) Service is a local exchange offering supported by the ISDN architecture.
- b. ISDN-PRI Service provides a method of access to the telephone network called Primary Rate Access. Primary Rate Access is an ISDN based, DS1 access link to the telecommunications network and provides integration of multiple voice and data transmission channels on the same line. The service provides connectivity between an ISDN-PBX or other ISDN-compatible CPE and a serving central office. The basic channel structure for Primary Rate Access is twenty-three 64 Kbps B-Channels and one 64 Kbps D-Channel. After purchasing the original 23 B-Channel plus one D-Channel configuration, the customer may purchase another Primary Rate Access Line and another Primary Rate Interface as well as additional B-Channels in increments of 12.

These channels may be used to connect the customer's CPE to the Public Network (i.e., outward, inward, and two-way trunks, and WATS/800/888 Service access lines).

- c. ISDN-PRI Service provides network communication paths providing the end user with access to a variety of network services and features including data, voice and video which conforms to internationally developed, published, and recognized standards generated by the International Telecommunications Union (ITU).
- d. Unless specified, the regulations for ISDN-PRI Service apply in addition to the General Regulations set forth in Section 2 of this tariff.
- e. ISDN-PRI Service and its optional features and functions are provided from central offices where appropriate ISDN facilities are available as determined by the Telephone Company. Service inquiries will be necessary to determine availability. Charges Applicable Under Special Conditions may apply as specified in Section 5 of this tariff.

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9. INTEGRATED SERVICES DIGITAL NETWORK (ISDN)

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9.1 PRIMARY RATE INTERFACE (PRI) (Cont'd)**9.1.2 Regulations**

- a. The Customer is responsible for providing Customer Premises Equipment (CPE) that is compatible with ISDN-PRI Service.
- b. The Telephone Company shall not be responsible if changes in any of the equipment, operations or procedures of the Telephone Company utilized in the provisioning of ISDN-PRI Service render any facilities provided by the customer obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance.
- c. Digital transmission rates at speeds less than those indicated may be accomplished as a function of the particular CPE furnished by the user.
- d. The customer is responsible for payment of a Maintenance of Service Charge, as defined in Section 12 of this tariff, for visits by the Telephone Company to the customer's premises when a service difficulty resulting in a trouble report is caused by the use of equipment or facilities provided by the customer.
- e. Service Charges in Section 4 of this tariff apply unless specific Service Connection Charges are otherwise stated in Section 9.1.7g.
- f. The minimum service period for ISDN-PRI Service is six months.
- g. Telephone numbers transmitted via the Optional or Standard Incoming Call Identification feature are intended solely for the use of the ISDN-PRI Service subscriber. Resale of this call identification information is prohibited by this tariff.
- h. Non-Facility Associated Signaling (NFAS) provides the capability to serve multiple DS1's via a single D-Channel. This feature can be ordered where switch capabilities exist as determined by the Telephone Company. When NFAS is selected, the customer will order one ISDN-PRI Service arrangement with 23 B-Channels and 1 D-Channel. Additional ISDN-PRI Services arrangements are ordered with 24 B-Channels as specified in Section 9.1.7. The D-Channel activated on the initial arrangement serves the additional ISDN-PRI arrangements.

After the first 23B + D PRI is purchased, a customer can purchase additional B-Channels in increments of 12. Additional Primary Rate Access Lines may be ordered in a 24B configuration. However, the Telephone Company recommends that the quantity of Primary Rate Access Lines supported by one (1) D-Channel not exceed four (4). The Telephone Company recommends the use of a backup D-Channel for the support of signaling beyond four (4) facilities.

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9. INTEGRATED SERVICES DIGITAL NETWORK (ISDN)

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9.1 PRIMARY RATE INTERFACE (PRI) (Cont'd)**9.1.2 Regulations (Cont'd)**

- i. This service is available only from central offices, which have the necessary facilities to provide ISDN-PRI on the standard network platform. In the event a customer is provided service from a non-ISDN compatible central office, the Telephone Company will provide ISDN-PRI Service from an alternative serving central office, as designated by the Telephone Company. This provision is accomplished by utilizing a 'hubbing' architecture and the subscriber may be required to accept a foreign NXX. When a foreign NXX is required, mileage charges applicable to Interexchange mileage, as defined in Section 8.2.1.f. of this tariff, apply in addition to the rates and charges included in this section. Due to the nature of the 'hubbing' architecture and the use of a foreign NXX, the local calling area (e.g., Extended Area Service) may change.

When ISDN functionality becomes available from the central office that normally serves this subscriber, ISDN-PRI Service will be provided from that office and the subscriber may be required to accept a different NXX. If the subscriber chooses to continue ISDN-PRI Service from the alternative serving central office, all charges applicable to Interexchange mileage, as defined in Section 8.2.1.f. of this tariff, will apply in addition to the rates and charges included in this section.

Similarly, if a subscriber requests ISDN-PRI Service from an alternative serving central office other than that designated by the Telephone Company, all charges applicable to Interexchange mileage, as defined in Section 8.2.1.f. of this tariff, will apply in addition to the rates and charges included in this section.

Emergency 911 calls placed over ISDN-PRI Primary Rate Access Lines provisioned via this arrangement will be identified as the alternative serving central office NXX and not the non-ISDN compatible central office NXX. The Telephone Company shall not be liable for any loss or damages arising from the emergency calls placed from ISDN-PRI Primary Rate Access Lines provisioned via an alternative serving central office.

- j. This service is available only where the customer's service location is within the provisioning limitations as determined prior to installation of the service. Should the customer's service location exceed said limitations, service will be provided where the Telephone Company has electronically compatible facilities available, or where existing facilities can be made electronically compatible.
- k. Rotary hunt functionality, at no additional charge, is available with ISDN-PRI Service. This functionality increases the likelihood of an incoming call being completed over an ISDN-PRI B-channel. The functionality is exclusively within the B-channels of a single ISDN-PRI service arrangement or between multiple ISDN-PRI service arrangements and is not allowed between ISDN-PRI service arrangements and other services, including but not limited to, Business Individual Line Service.

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9. INTEGRATED SERVICES DIGITAL NETWORK (ISDN)

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9.1 PRIMARY RATE INTERFACE (PRI) (Cont'd)**9.1.2 Regulations (Cont'd)**

- l. ISDN-PRI Service is not offered in conjunction with Local Measured Service
- m. In order to maintain the quality of ISDN-PRI Service, the Telephone Company reserves the right to perform preventative maintenance and software updates to the network. The Telephone Company has classified this maintenance as indicated below:

Scheduled Maintenance

Scheduled maintenance is used to perform such functions as hardware and software upgrades and network optimization. The Telephone Company will perform these tasks in a maintenance window that is anticipated to minimize disruption of customer service and activity. The Telephone Company will provide advance notice of all scheduled maintenance.

Demand Maintenance

Demand Maintenance may occur as a result of unexpected events and is used when ISDN-PRI network elements are in jeopardy. The Telephone Company will perform this type of maintenance at its discretion. Due to the nature of demand maintenance prior notification may not be possible, however, the customer will be informed when the maintenance has been completed.

- n. One Directory Listing will be provided per D-Channel. Additional Directory Listings are available as specified in Section 6 of this tariff.

9.1.3 Definitions

- a. B-Channel – A bi-directional synchronous channel capable of supporting 64 Kbps of digital transmission.
- b. D-Channel – A 64 Kbps digital signaling only channel for call establishment when used with Primary Rate Access.

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9. INTEGRATED SERVICES DIGITAL NETWORK (ISDN)

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9.1 PRIMARY RATE INTERFACE (PRI) (Cont'd)**9.1.4 Features****a. Standard Features****Dynamic Allocation of Bandwidth**

Allows the voice switched voice and data services to share B-Channels and arrange them as a single trunk group. This allows incoming and outgoing voice switched voice and data calls to utilize B-Channels on a call by call basis. Without this capability, each service will have a dedicated B-Channel.

Incoming Call Identification (Caller ID)

Provides the customer with the telephone number of the calling party. Incoming call identification is provided via the D-Channel associated with the incoming calls on a B-Channel to a PBX.

Clear Channel Capability

The B-Channels on ISDN-PRI are clear, since all signaling and control functions are handled by the D-Channel. This allows all 64 Kbps on each B-Channel to be used for customer information.

Digital Voice Transmission

All voice calls are transmitted using digital signaling.

Direct Inward Dialing (DID) Signaling

Permits incoming dialed calls from the exchange network to reach a specific number served by customer premises equipment (CPE) without the assistance of an attendant. It also provides for the unique identification of the call based on digits sent to the CPE by the central office. The central office will outpulse digits to the CPE that can further process the calls as desired. The rates and charges for DID telephone numbers are in addition to the ISDN charges.

| | <u>Current Monthly Rate</u> <u>Per Number</u> | <u>Maximum Monthly Rate</u> <u>Per Number</u> |
|--------------------------|--|--|
| first 20-100 numbers | \$1.65 | \$6.60 |
| next 101-400 numbers | 1.40 | 5.60 |
| next 401-1000 numbers | 1.15 | 4.60 |
| next 1001 numbers and up | 0.90 | 3.60 |

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9. INTEGRATED SERVICES DIGITAL NETWORK (ISDN)

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9.1 PRIMARY RATE INTERFACE (PRI) (Cont'd)**9.1.4 Features (Cont'd)****a. Standard Features (Cont'd)****PBX Station ID Capability**

Allows the station users number (calling party) to be transmitted over the ISDN-PRI D-Channel from Direct Inward Dialing equipped CPE PBXs that use ISDN-PRI. This number is provided by the originating station and must have an associated Direct Inward Dialing telephone number working in the central office.

b. Optional Features**D-Channel Backup**

Provides backup for the D-Channel for a customer with multiple PRI lines by automatically switching signaling capability over to another D-Channel if service to the primary D-Channel is interrupted.

Network Ring Again

Enables the customer to complete calls to a busy station without continually redialing. Certain equipment restrictions may apply.

Call-by-Call/Integrated Service Access Feature Capability

Allows the customer to dynamically allocate the use of channels for ISDN-PRI Service. The customer may also choose voice or data transmission on a per call basis. In addition, the customer may also choose to subscribe to more services than channels. The Customer Premises Equipment signals the local central office as to which type of service (inward/outward trunk, WATS Lines, 800/888 Service) to access for each call.

Incoming Call Identification (Caller ID Name and Number)

Provides the customer with the telephone number and name of the calling party. Incoming call identification is provided via the D-Channel associated with incoming calls on a B-Channel to a PBX.

LOCAL EXCHANGE SERVICES

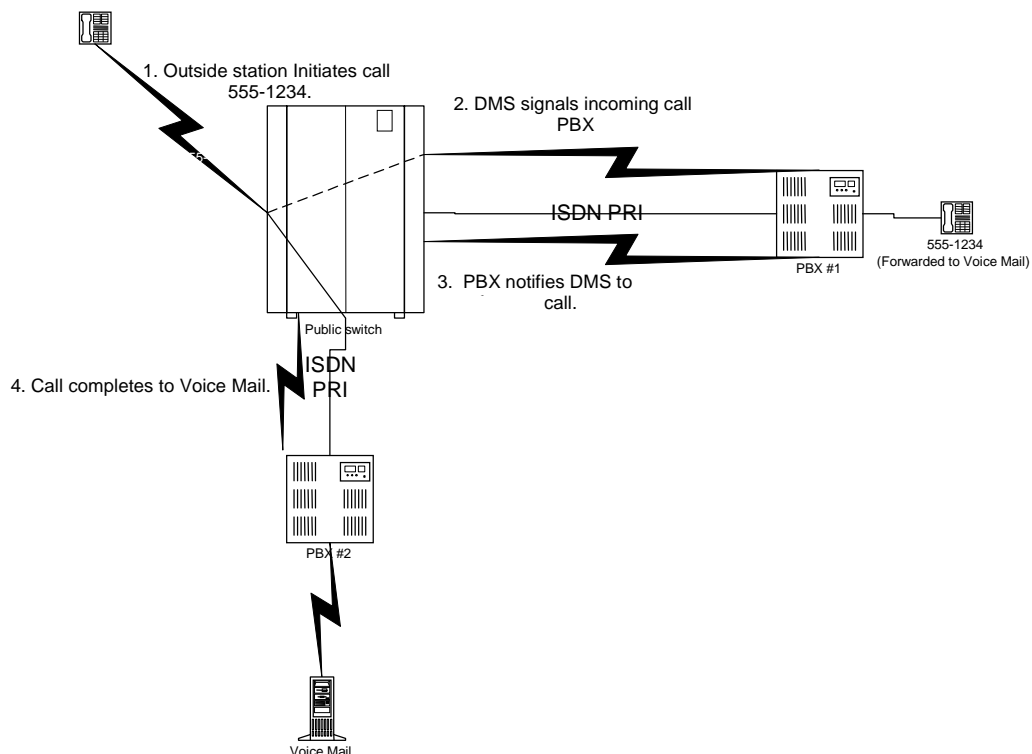
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9. INTEGRATED SERVICES DIGITAL NETWORK (ISDN)

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9.1 PRIMARY RATE INTERFACE (PRI) (Cont'd)**9.1.4 Features (Cont'd)****b. Optional Features (Cont'd)****2 B-Channel Transfer**

If a call terminates at a given location, but is then forwarded to another location, two trunks between the Central Office and the original device are typically employed for the duration of the forwarded call. 2 B-Channel Transfer allows the central office switch to establish the call directly to the final destination and release the trunks going in and out of the forwarding device. This saves the customer PRI facilities and provides for more efficient use of the network. A common use of 2 B-Channel Transfer is illustrated below.



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9. INTEGRATED SERVICES DIGITAL NETWORK (ISDN)

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9.1 PRIMARY RATE INTERFACE (PRI) (Cont'd)**9.1.4 Features (Cont'd)****b. Optional Features (Cont'd)****Circular Hunt**

Circular Hunt provides the most efficient hunting sequence available, plus allows for much larger trunk groups than the standard ISDN-PRI packages. With circular hunt, an incoming call is completed to the next available trunk (bearer) in sequence starting from the last trunk selected. This can occur across multiple PRI facilities. The feature can support up to 220 Primary Rate Interfaces in a single hunting configuration. The standard limit is 50.

National ISDN-2 Protocol

National ISDN-2 Protocol is a communication protocol that governs interactions between the customer's equipment and the telephone network. This protocol is more advanced than the standard ISDN-PRI protocol. Most CPE is capable of using the ISDN-2 Protocol.

E911 Call Screening

E911 Call Screening provides for the transmission of PBX or Key System station information via the ISDN-PRI facility to local emergency services authorities. This provides for the possible identification of the specific location on a customer's premises where a 911 call originated. This option is available only in communities where local emergency authorities support the service in conjunction with the Company's Private Switch Automatic Location Identification (PSALI) Service, associated with E911 Service. This service is only available in conjunction with National ISDN-2 Protocol.

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9. INTEGRATED SERVICES DIGITAL NETWORK (ISDN)

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9.1 PRIMARY RATE INTERFACE (PRI) (Cont'd)**9.1.5 Service Components**

a. The components for ISDN-PRI Service will be as follows:

- Primary Rate Access Line
- Primary Rate Interface
- Primary Rate Channels

(1) Primary Rate Access Line - Will provide a four-wire access loop from the customer premises to the serving central office. The transmission via this loop supports Clear Channel Capability.

(2) Primary Rate Interface - Provides the multiplexing to support up to twenty-three (23) B-Channels at 64 Kbps and one (1) D-Channel for signaling also at 64 Kbps. When NFAS is ordered, the Primary Rate Interface can provide up to twenty-four B-Channels at 64 Kbps.

(3) Primary Rate Channels - Will provide unlimited usage of channel that will allow either voice or data transmission up to 64 Kbps.

(a) Voice calls may be completed to both ISDN and non-ISDN lines.

(b) Data Transmission on the B-Channels will be at 64 Kbps within the switch and between ISDN-PRI compatible central offices. ISDN-PRI interconnection to non-ISDN-PRI equipped central offices may be potentially subjected to analog transmission or sub-rated to 56 Kbps.

(c) The customer may choose to subscribe to additional non-exchange based services. Initial choices for these services will be WATS and 800/888 Service. The subscription to these services is in addition to the charges for ISDN-PRI Service.

LOCAL EXCHANGE SERVICES

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9. INTEGRATED SERVICES DIGITAL NETWORK (ISDN)

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9.1 PRIMARY RATE INTERFACE (PRI) (Cont'd)**9.1.5 Service Components (Cont'd)**

- b. With the first ISDN-PRI Primary Rate Access Line the customer is required to purchase 23 B-Channels and an initial D-Channel.

After the initial 23B + D configuration, the customer may choose channels in increments of 12 up to twenty-three B + D or twenty-four B with NFAS, per ISDN-PRI Primary Rate Access Line (facility) to be active with a corresponding number of services (i.e., inward/outward trunks, WATS Lines, 800/888 Service) selected. The customer may also choose to subscribe to more services than channels. The Customer Premises Equipment signals the local central office as to which type of service (inward/outward trunk, WATS Lines, 800/888 Service) to access for each call.

9.1.6 Application of Rates

- a. ISDN-PRI Primary Rate Access Lines furnished between a serving central office and the customer-designated premises will be charged at rates per each Primary Rate Access Line.
- b. Nonrecurring charges will not be applicable for the Primary Rate Access Line or interoffice channel facilities when upgrading to an ISDN-PRI Service.
- c. ISDN-PRI Primary Rate Access Line rates, including interoffice channels if applicable, apply in addition to Primary Rate Interface and Primary Rate Channel charges.
- d. If the customer chooses to purchase additional channels after purchasing the original 23B + D configuration, the customer must purchase another Primary Rate Access Line and another Primary Rate Interface as well as the additional channels. Additional channels can be purchased in increments of 12.
- e. Rates and charges for optional features and functions are applied to each Primary Rate Interface for which the option is ordered.

LOCAL EXCHANGE SERVICES

9. INTEGRATED SERVICES DIGITAL NETWORK (ISDN)PRIMARY RATE INTERFACE (PRI) (Cont'd)

9.1.7 Rates and Charges

a. ISDN-PRI Primary Rate Access Line

Primary Rate Access Line is furnished between a serving central office and the customer's designated premises. Primary Rate Access Line charges apply per point of termination.

(1) Primary Rate Access Line (Intraexchange)

| | <u>Monthly Rates</u> | | <u>Nonrecurring Charges</u> | | | | |
|-----------------------|----------------------|-------------------|-----------------------------|----------------------|-----------------------|-----------------------|-----|
| | <u>Current</u> | <u>Maximum</u> | <u>Current First</u> | <u>Maximum First</u> | <u>Current Add'l*</u> | <u>Maximum Add'l*</u> | |
| 1.544 Mbps | | | | | | | |
| Month-to-Month | \$259.76 | \$1,039.04 | \$300.00 | \$1200.00 | \$110.00 | \$440.00 | (N) |
| 12-23 months | 216.47 | 865.88 | 300.00 | 1200.00 | 110.00 | 440.00 | |
| 24-35 months | 204.71 | 818.84 | 300.00 | 1200.00 | 110.00 | 440.00 | |
| 36-59 months | 187.06 | 748.24 | N/A | 440.00 | N/A | 440.00 | |

* Additional facilities must be installed at the same customer designated premises on the same trip and placed on the same service order.

** Minimum Service Period for ISDN-PRI is six months.

(2) Primary Rate Access Line (Interexchange)

The rates, charges and regulations applicable to Interexchange mileage Services, as specified in Section 8.2.1.f. of this tariff, also apply for interexchange Primary Rate Access Lines.

b. Primary Rate Interface

| | <u>Monthly Rates</u> | | <u>Nonrecurring Charges</u> | | |
|----------------------------|----------------------|-----------------|-----------------------------|-----------------|-----|
| | <u>Current</u> | <u>Maximum</u> | <u>Current</u> | <u>Maximum</u> | |
| (1) Primary Rate Interface | | | | | |
| Two-Way | | | | | |
| Per ISDN-PRI Primary Rate | | | | | |
| Access Line | | | | | |
| Month-to-Month | \$210.34 | \$841.36 | \$0.00 | \$520.00 | (N) |
| 12-23 months | 175.29 | 701.16 | 0.00 | 520.00 | |
| 24-35 months | 161.18 | 644.72 | 0.00 | 80.00 | |
| 36-59 months | 148.24 | 592.96 | 0.00 | 20.00 | |

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07-16-09

State Tariffs
5454 West 110th Street
Overland Park, Kansas 66211

EFFECTIVE:
07-18-09

LOCAL EXCHANGE SERVICES

9. INTEGRATED SERVICES DIGITAL NETWORK (ISDN)9.1 PRIMARY RATE INTERFACE (PRI) (Cont'd)

9.1.7 Rates and Charges (Cont'd)

- c. ISDN-PRI Services will be available in combinations of Primary Rate Channels according to the limits of the Telephone Company central office type. Customers will choose the most appropriate combination(s) and will be billed for the services as appropriate. The initial configuration must be 23 B-Channels and 1 D-Channel. Additional configurations are outlined in Section 9.1.5 b. of this tariff.

(1) B-Channel Charge, each channel

| | <u>Monthly Rates</u> | | <u>Nonrecurring Charges</u> | | |
|-----------------------|----------------------|----------------|-----------------------------|----------------|-----|
| | <u>Current</u> | <u>Maximum</u> | <u>Current</u> | <u>Maximum</u> | |
| Month-to-Month | \$18.35 | \$73.40 | \$0.00 | \$20.00 | (N) |
| 12-23 months | 15.29 | 61.16 | 0.00 | 20.00 | |
| 24-35 months | 14.12 | 56.48 | 0.00 | 20.00 | |
| 36-59 months | 11.77 | 47.08 | 0.00 | 20.00 | |

(2) Initial D-Channel

| | <u>Monthly Rates</u> | | <u>Nonrecurring Charges</u> | | |
|-----------------------|----------------------|----------------|-----------------------------|----------------|-----|
| | <u>Current</u> | <u>Maximum</u> | <u>Current</u> | <u>Maximum</u> | |
| Month-to-Month | \$18.35 | \$73.40 | \$0.00 | \$20.00 | (N) |
| 12-23 months | 15.28 | 61.16 | 0.00 | 20.00 | |
| 24-35 months | 14.12 | 56.48 | 0.00 | 20.00 | |
| 36-59 months | 11.77 | 47.08 | 0.00 | 20.00 | |

LOCAL EXCHANGE SERVICES

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9. INTEGRATED SERVICES DIGITAL NETWORK (ISDN)

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9.1 PRIMARY RATE INTERFACE (PRI) (Cont'd)**9.1.7 Rates and Charges (Cont'd)****d. Optional Features**

| | <u>Charges</u> | <u>Monthly Rates</u> | | <u>Nonrecurring</u> | |
|-----|--|----------------------|----------------|---------------------|----------------|
| | | <u>Current</u> | <u>Maximum</u> | <u>Current</u> | <u>Maximum</u> |
| (1) | D-Channel Backup* each channel | \$ 50.00 | \$200.00 | \$20.00 | \$80.00 |
| (2) | Network Ring Again Per Primary Rate Interface** (Available with Two-Way Primary Rate Interface only) | 160.00 | 740.00 | 0.00 | 0.00 |
| (3) | Call-by-Call/Integrated Service Access Feature Capability Per Primary Rate Interface (Available with Two-Way Primary Rate Interface only) | 50.00 | 200.00 | 35.00 | 140.00 |
| (4) | Incoming Call Identification (Caller ID Name and Number) Per Primary Rate Interface | 100.00 | 400.00 | 0.00 | 0.00 |
| (5) | 2 B-Channel Transfer** Per Primary Rate Interface | 75.00 | 300.00 | 100.00 | 400.00 |
| (6) | Circular Hunt** Per Primary Rate Interface | 25.00 | 100.00 | 100.00 | 400.00 |
| (7) | National ISDN-2 Protocol** Per Primary Rate Interface | 0.00 | 0.00 | 0.00 | 0.00 |
| (8) | E911 Call Screening** Per Primary Rate Interface (up to 100 station numbers) | 125.00 | 500.00 | 150.00 | 600.00 |

* Available only to customers subscribing to more than one Primary Rate Interface.

** Certain equipment restrictions apply.

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9. INTEGRATED SERVICES DIGITAL NETWORK (ISDN)

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9.1 PRIMARY RATE INTERFACE (PRI) (Cont'd)**9.1.7 Rates and Charges (Cont'd)**

| | <u>Monthly Rates</u> | | <u>Nonrecurring Charges</u> | |
|--|----------------------|----------------|-----------------------------|----------------|
| | <u>Current</u> | <u>Maximum</u> | <u>Current</u> | <u>Maximum</u> |
| e. Optional Feature Packages | | | | |
| 1. Premium Package* | | | | |
| Includes National ISDN-2 Protocol**, E911 Call Screening**, Incoming Call Identification (Caller ID Name and Number), Call-by-Call/Integrated Service Access Feature Capability, and 2-B Channel Transfer** | | | | |
| Per Primary Rate Interface | \$195.00 | \$780.00 | \$285.00 | \$1140.00 |

f. Move Charge

A Move Charge, per ISDN-PRI Primary Rate Access Line, applies for each Primary Rate Access Line moved to a new location in the same building. This Move Charge is equal to the sum of the Primary Rate Access Line nonrecurring charge, Service Change Charge - Inside Moves and Premises Visit Charge specified in Section 9.1.7 g.

g. Service Connection Charges

- (1) Service Establishment Charges are applicable for each ISDN-PRI Primary Rate Access Line ordered, for receiving and recording information and/or taking action in connection with a customer's request, and processing the necessary data. These charges include engineering design, common centralized testing and coordination. The nonrecurring charges associated with service establishment are found in Section 9.1.7 a, b, and c.
- (2) Service Change Charges are applicable for receiving and recording information and/or taking action in connection with a customer's termination change at the same premises or transfer of service responsibility request, for processing the necessary data on an existing Primary Rate Access Line. A Service Change Charge is applicable for each Primary Rate Access Line associated with the customer request (in lieu of a Service Establishment Charge).

* Available only to customers subscribing to more than one Primary Rate Interface.

** Certain equipment restrictions apply.

LOCAL EXCHANGE SERVICES

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9. INTEGRATED SERVICES DIGITAL NETWORK (ISDN)

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9.1 PRIMARY RATE INTERFACE (PRI) (Cont'd)**9.1.7 RATES AND CHARGES (Cont'd)****g. Service Connection Charges (Cont'd)**

- (3) Premise Visit Charges are applicable per Primary Rate Access Line, for the termination of a channel at a customer's premises or for termination change at the same premises. Only one Premises Visit Charge applies when more than one channel service of the same type is terminated or moved at the same premises at the same time.

| | <u>Current Nonrecurring Charges</u> | <u>Maximum Nonrecurring Charges</u> |
|--|---|---|
| (a) Service Change Charge per Primary Rate Access Line | | |
| (1) For termination change at the same premises, physical, per Primary Rate Interface | \$165.00 | \$660.00 |
| (2) For termination change at the same premises, Programming, per Primary Rate Interface | 35.00 | 140.00 |
| (b) Premises Visit Charge per Primary Rate Access Line or for an Inside move | 125.00 | 500.00 |

LOCAL EXCHANGE SERVICES

9. INTEGRATED SERVICES DIGITAL NETWORK (ISDN)9.1 PRIMARY RATE INTERFACE (PRI) (Cont'd)

9.1.7 RATES AND CHARGES (Cont'd)

h. Termination Liability Charges

- (1) If a customer under a Term Discount Plan (TDP) disconnects all or a portion of ISDN PRI Service prior to the expiration of the TDP, then a Termination Liability Charge will apply to those services that are disconnected. The Termination Liability Charge will be a one-time charge equal to sum of 50% of the payments remaining for the rest of the TDP. If Charges Applicable Under Special Conditions were applied to the service being terminated, any termination charges associated with Charges Applicable Under Special Conditions will also apply.
- (2) Rate increases or decreases will automatically be applied to the monthly term plan rates for the remaining term of the TDP. If a Company initiated rate increase to any rate element or combination of rate elements causes the charges for the entire ISDN PRI Service under the TDP to increase by 10% or more at any one time, then the customer may cancel the TDP without incurring termination liability charges provided the customer notifies the Company within 30 days after the effective date of the rate increase.
- (3) The customer can extend TDP commitment periods at any time during the term of the plan, up to a maximum of 59 months. The number of months accrued in the current plan will apply toward the new plan selected.
- (4) **Upon expiration of the TDP service commitment period, the customer may subscribe to a new TDP at the prevailing rates set forth in Sections 9.1.7.a.(1), 9.1.7.b.(1), 9.1.7.c.(1), and 9.1.7.c.(2) preceding. At the end of the TDP service commitment period there is no automatic renewal of the TDP, and the rates will convert to the prevailing Month-to-Month rates unless the customer selects a new TDP.**

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LOCAL EXCHANGE SERVICES

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9. INTEGRATED SERVICES DIGITAL NETWORK (ISDN)

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9.1 PRIMARY RATE INTERFACE (PRI) (Cont'd)**9.1.7 RATES AND CHARGES (Cont'd)****h. Termination Liability Charges (Cont'd)**

- (5) Termination Liability Charges will not apply when a service or rate element under a TDP is disconnected prior to the expiration of a selected service period as a result of a change in tariff jurisdiction and/or a customer requested upgrade to a next generation service offering, under the following conditions.
 - (a) The service period of the new TDP for the new service offering is a period equal to or exceeding the remaining service period of the disconnected TDP, and
 - (b) The service orders to install the new service and disconnect the old service are related together, and there is no lapse in service between the installation of the new service and the disconnection of the old service, and
 - (c) The service orders to install the new service and disconnect the old service are for the same customer at the same location.
- (6) The Company will determine whether the replacement service qualifies as a next generation service offering.
- (7) Nonrecurring charges and Service Connection Charges for the new service will apply according to the requirements of the new service.

LOCAL EXCHANGE SERVICES

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CONTENTSPage No.**10. SPECIAL PACKAGED OFFERINGS**

(Z)

10.1 CENTREX SERVICE

1

10.1.1 General

1

10.1.2 Definitions

1

10.1.3 Regulations

3

10.1.4 Service Features

5

10.1.5 Term Discount Plan (TDP)

6

10.1.6 Rates and Charges

7

LOCAL EXCHANGE SERVICES

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10. SPECIAL PACKAGED OFFERINGS

(Z)

10.1 CENTREX SERVICE**10.1.1 GENERAL**

Centrex Service is a central office communications system package provided on individual access lines from Company central office equipment. The service provides local exchange access, interexchange access, intrasystem communication, and standard features. Customers subscribing to Centrex Service with 26 or more Centrex Service access lines may subscribe to Centrex Service under an Individual Case Basis (ICB) contract.

10.1.2 DEFINITIONS**ABBREVIATED DIALING**

Allows station abbreviated dialing (i.e., 3, 4, or 5 digit dialing) to other station members within the same customer group.

AUTO ANSWER BACK

Allows any incoming call to the Primary Directory Number of the set to be automatically answered after four seconds.

CALL FORWARD - UNIVERSAL, BUSY, AND NO ANSWER

Allows a customer to have incoming calls to a station automatically forwarded to a predetermined telephone number, either on all calls and/or busy calls and/or calls not answered.

CALL HOLD

Allows the station user to hold one call for any length of time provided neither party hangs up. The station user may also place other calls while a call is on hold.

CALL TRANSFER

Allows a station to transfer an incoming call to another extension.

CALL WAITING – CANCEL CALL WAITING

Informs a station user, while on an established call, that a second call is waiting. Cancel Call Waiting allows a station user to prevent, on a per-call basis, any incoming calls from call-waiting on his or her line. Incoming calls to the station are given busy treatment. This feature ensures that call-waiting indication tones will not interrupt important calls or disrupt data transmissions.

LOCAL EXCHANGE SERVICES

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10. SPECIAL PACKAGED OFFERINGS

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10.1 CENTREX SERVICE (Cont'd)**10.1.2 DEFINITIONS (Cont'd)****DIRECT INWARD DIALING**

Allows for incoming calls from the exchange network to reach a specific station. The calling party dials the seven-digit directory number to reach the station.

DIRECT OUTWARD DIALING

Allows a station user to place external calls to the exchange network by dialing the access code (usually the digit 9), receiving an optional second dial tone, then dialing the external number.

LAST NUMBER REDIAL

Enables the station user to redial the last called number by pressing a single key rather than dialing the entire number.

SPEED CALL SHORT (10)

Provides for the calling of up to 10 numbers by dialing an abbreviated code.

STATION HUNTING (sequential, circular, multiline)

Allows a call to be routed to another telephone number when the called station is busy.

THREE-WAY CONFERENCE WITH CONSULTATION HOLD AND TRANSFER

Allows a station user to call a third party to conference the third party in, notify the third party of a call being transferred or consult with the third party while the other party is on hold.

TOUCH-TONE

A central office provided tone network signaling arrangement for origination of telephone calling.

LOCAL EXCHANGE SERVICES

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10. SPECIAL PACKAGED OFFERINGS

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10.1 CENTREX SERVICE (Cont'd)**10.1.3 REGULATIONS**

- a. Centrex Service is provided subject to the availability of facilities and central office equipment as determined by the Company.
- b. Centrex Service does not include terminal equipment on the customer's premises. Provision of the telephone instruments or other equipment is the responsibility of the customer. Some features require specific customer provided customer premises equipment (CPE). In addition, not all CPE will support all features.
- c. Directory Listings are furnished in accordance with the rates and regulations specified in Section 6 of this tariff.
- d. Service Charges as specified in Section 4 of this tariff apply to the services offered in this section and are in addition to the Service Establishment Translation Charge. For feature changes after the initial installation, the Service Order Charge will apply in addition to applicable nonrecurring charges.
- e. The minimum service period for Centrex Service is one month, unless customers select a 1 year or 2 year TDP.
- f. The quality of transmission for calls utilizing call forwarding or conferencing may vary depending on the distance and routing involved.
- g. Directory Assistance charges, as specified in Section 7 of this tariff, apply to Centrex Service.
- h. Call Forward-Universal, Busy, and No Answer shall not be used to extend calls on a planned and continuing basis to intentionally avoid the payment in whole or in part of message toll charges that would regularly be applicable between the station originating the call and the station to which the call is transferred nor shall it be used to simulate rotary service from the Company central office. Each Centrex Service access line allows for the forwarding of one call at a given time.

LOCAL EXCHANGE SERVICES

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10. SPECIAL PACKAGED OFFERINGS

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10.1 CENTREX SERVICE (Cont'd)**10.1.3 REGULATIONS (Cont'd)**

- i. Not all Centrex Service features are compatible with one another. Some combinations of features will not work when applied on the same Centrex Service access line.
- j. Centrex Service is not offered in conjunction with key or PBX trunk local exchange service.
- k. The assignment of telephone numbers and the sequence of the numbers assigned to a Centrex Service are made at the discretion of the Company. The Company does not guarantee to provide telephone numbers arranged in a consecutive manner. If the customer requests telephone numbers under a special numbering arrangement to be terminated in a Centrex Service customer group, then additional recurring and non-recurring charges may apply as determined under an ICB arrangement.
- l. Centrex Service is not provided in association with Local Measured Service, residential lines, or Payphone Line Service.
- m. All exchange access lines terminating in a Centrex Service system must be served by the same central office or associated remote switch.
- n. The rates and charges applicable to Local Exchange Service, as specified in Section 3, of this tariff also apply per Centrex Service access line.
- o. The Company shall not be liable, directly or indirectly for damages, unless caused by gross negligence of the Company in failing to maintain reasonable standards of maintenance and inspection and exercise reasonable supervision.

LOCAL EXCHANGE SERVICES

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10. SPECIAL PACKAGED OFFERINGS

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10.1 CENTREX SERVICE (Cont'd)

10.1.4 SERVICE FEATURES

a. Standard Features

The Centrex Service access line rate includes the following features, however the customer may select which features are activated on a per line basis.

Abbreviated Dialing

Auto Answer Back

Call Forward - Universal, Busy, and No Answer

Call Hold

Call Transfer

Call Waiting – Cancel Call Waiting

Direct Inward Dialing

Direct Outward Dialing

Last Number Redial

Speed Call Short (10)

Station Hunting

Three-Way Conference with Consultation Hold and Transfer

Touch-Tone Service

LOCAL EXCHANGE SERVICES

10. SPECIAL PACKAGED OFFERINGS10.1 CENTREX SERVICE (Cont'd)

10.1.5 TERM DISCOUNT PLAN (TDP)

- a. Term Discount Plans (TDPs) are available for Centrex Service, and provide the customer with discounted rates. The customer must agree to a minimum service commitment period for Centrex Service when the TDP is established. The customer must order a TDP in writing to the Company. A TDP may be ordered based on the following plan options:

Plan A: 1 Year
Plan B: 2 Year

- b. The customer must specify the length of the initial service period at the time the service is ordered. When a customer converts to a TDP, no Service Establishment Translation Charge is applied toward Centrex Service facilities in-service at that time. If a customer moves from a month to month plan to a TDP, or upgrades from a 1 year TDP to a 2 year TDP, then no Service Establishment Translation Charge is applied.
- c. If a TDP customer disconnects service prior to the end of the TDP, the customer is liable for 100% of the payments remaining for the remainder of the term plan. If Charges Applicable Under Special Conditions were applied to the service being terminated, any termination charges associated with those services will also apply.
- d. Rate increases or decreases will automatically be applied to the monthly term plan rates for the remaining term of the TDP. If Company initiated rate increases to any rate element or combination of rate elements causes the charges for the entire Centrex Service under the TDP to increase by 10% or more annually, then the customer may cancel the TDP without incurring termination liability charges provided that the customer notifies the Company within 30 days after the effective date of the rate increase.
- e. TDP commitment periods can be extended by the customer at any time during the term of the plan, up to a maximum of 2 years. The number of months accrued in the current plan will apply toward the new plan selected. However, charges under the new TDP commitment period will apply only on a go-forward basis.
- f. Upon expiration of the TDP service commitment period, the customer may subscribe to a new TDP at the prevailing rates set forth in Section 10.1.6.a. following. At the end of the TDP service commitment period there is no automatic renewal of the TDP, and the rates will convert to the prevailing **Month-to-Month** rates unless the customer selects a new TDP.
- g. Customers under a TDP who change physical locations will not be subject to termination charges if the customer subscribes to a new Centrex Service TDP at the new location. However, the number of months accrued in the current plan will not apply toward the plan selected for the new location.

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LOCAL EXCHANGE SERVICES

10. SPECIAL PACKAGED OFFERINGS10.1 CENTREX SERVICE (Cont'd)

10.1.6 RATES AND CHARGES

a. Centrex Service Access Line

| | Current Monthly Rate | Maximum Monthly Rate | |
|--------------------------------------|----------------------------|----------------------------|-----|
| (1) Analog Month-to-Month | \$54.00 | \$216.00 | (N) |
| 1 Year | 45.00 | 180.00 | |
| 2 Year | 40.50 | 162.00 | |
| (2) Digital Month-to-Month | 54.00 | 216.00 | (N) |
| 1 Year | 45.00 | 180.00 | |
| 2 Year | 40.50 | 162.00 | |

b. Service Establishment Translation Charge

| | Current <u>Nonrecurring Charge</u> | Maximum <u>Nonrecurring Charge</u> |
|---|---------------------------------------|---------------------------------------|
| | \$50.00 | \$200.00 |
| (1) This charge applies when performing the central office translation associated with configuring a Centrex Service customer's network parameters. | | |
| (2) This charge applies to each Centrex Service customer group translation activity performed. | | |
| (3) Service Charges as specified in Section 4 of this tariff apply to the services offered in this section and are in addition to the Service Establishment Translation Charge. | | |

c. Feature Change Charge

| | Current <u>Nonrecurring Charge</u> | Maximum <u>Nonrecurring Charge</u> |
|---|---------------------------------------|---------------------------------------|
| (1) Per line | \$10.00 | \$ 40.00 |
| Maximum charge per order | 50.00 | 200.00 |
| (2) This charge applies when performing changes to service features after the initial installation. | | |
| (3) For feature changes after the initial installation, a Service Order Charge will also apply. | | |

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11.1 UNIVERSAL EMERGENCY NUMBER SERVICE - 911**11.1.1 GENERAL (BASIC AND ENHANCED 911)**

- a. When requested by local government authorities, and subject to the availability of facilities, the Company will provide a universal emergency number 911 for use of Public Safety Answering Points (PSAPs) engaged in assisting local governments in the protection and safety of the general public.
- b. Two (2) types of service are offered, Basic 911 and Enhanced 911 Service (E911). Selection of the appropriate service to serve various customers will be made by the Company and the customer and will be based on a thorough analysis of customer needs at each location and on availability of facilities in each area.
- c. The Company will bill 911 charges in accordance with the Code of Laws of South Carolina.

11.1.2 RULES AND REGULATIONS

- a. 911 service is provided by the Company where facility and operating conditions permit.
- b. This offering is limited to the use of central office number 911 as the universal emergency number and only one (1) 911 service will be provided within any geographical area.
- c. The 911 emergency number is not intended to replace the telephone service of the various public safety agencies which may participate in the use of this number. The customer must subscribe for additional local exchange service at the PSAPs for administrative purposes for placing of outgoing calls and for receiving other emergency calls, including any which might be relayed by Company operators.
- d. The service is furnished to municipalities and other governmental agencies only for the purpose of voice reporting emergencies by the public.
- e. When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the subscriber or the failure of the facilities provided by the subscriber, a pro rata adjustment of the fixed monthly charges involved will be allowed as covered by Section 2 of this tariff. Where allowances on monthly charges for Service Features of E911 Service are involved, only those Service Features which are affected by the interrupted service shall be considered; and, further, only those access lines on the interrupted portion of a service shall be considered in determining the number of access lines affected.
- f. It will be the intent of the Company to provide facilities designed to provide a call blocking probability of one (1) call per one-hundred (100) during normal busy hours for 911 service.

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11.1 UNIVERSAL EMERGENCY NUMBER SERVICE - 911 (Cont'd)**11.1.2 RULES AND REGULATIONS (Cont'd)**

- g. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies and does not create any relationship or obligation, direct or indirect, to any person other than the customer contracting for 911 service. In the event of any interruption of the service, the Company shall not be liable to any person, corporation or other entity for any loss or damage in an amount greater than an amount equal to the pro rata allowance of the tariff rate for the service or facilities provided to the customer for the time such interruption continues, after notice to the Company. No allowance shall be made if the interruption is due to the negligence or willful act of the customer of the service.

Further, each customer agrees not to hold the Company liable for any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the customer or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of 911 service features and the equipment associated therewith, or by any services which are or may be furnished by the Company in connection therewith including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 services, and which arise out of the negligence or other wrongful act of the Company, the customer, its user agencies or municipalities or employees or agents of any one of them.

- h. When an order for 911 service and facilities or requests for additions, rearrangements, relocations or modifications or service and equipment are canceled in whole or in part prior to completion of the work involved, the customer is required to reimburse the Company for all expenses incurred in handling the request before notice of cancellation is received. Such charges, however, are not to exceed all charges which would apply if the work involved in complying with the request had been completed.
- i. Application for 911 service must be executed in writing by the customer (a municipality, a local government authority or their duly appointed agent). If execution is by an agent, satisfactory evidence of the appointment must be provided in writing to the Company. At least one (1) local law enforcement agency must be included among the participating agencies in any 911 offering.

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11.1 UNIVERSAL EMERGENCY NUMBER SERVICE - 911 (Cont'd)**11.1.2 RULES AND REGULATIONS (Cont'd)**

- j. The customer must furnish the Company, in writing, with its agreement to the following terms and conditions:
 - (1) That at least one PSAP will be provided and staffed on a twenty-four (24) hour, seven (7) days per week basis.
 - (2) That the customer accepts responsibility for dispatching or having others dispatch police, fire, ambulance or other emergency services as required, to the extent as such services are reasonably available.
 - (3) That the customer will develop an appropriate method for responding to calls for nonparticipating agencies which may be directed to the 911 PSAP by calling parties.
 - (4) That the customer will subscribe to, or provide, telephone equipment with a capacity adequate to handle the number of incoming 911 lines recommended by the Company to be installed. (Applies to E911 Service only.)
- k. Temporary suspension of service is not provided for any part of the 911 Service.
- l. The rates charged for 911 Service do not contemplate the constant monitoring or inspection of facilities to discover errors, defects and malfunctions in the service, nor does the Company undertake such responsibility. The customer shall make such operational tests as, in the judgment of the customer, are required to determine whether the system is functioning properly for its use. The customer shall promptly notify the Company in the event the system is not functioning properly.
- m. Company serving boundaries and 911 organization boundaries may not coincide. Where E911 service is provided, the Company will route emergency 911 calls to the proper jurisdiction. In the event a customer receives a call from outside its jurisdiction, it is the obligation of the customer to make arrangements to forward the 911 call to the appropriate jurisdiction. The customer's sole responsibility under this paragraph for calls received from outside its boundaries shall be limited to exercising ordinary care to forward, relay, or refer such calls to the appropriate answering point serving the jurisdiction from which the call originated.
- n. 911 Service is classified as Business Exchange Service and is arranged for one-way incoming service to the appropriate PSAP. Outgoing calls can only be made on a transfer basis.

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11.1 UNIVERSAL EMERGENCY NUMBER SERVICE - 911 (Cont'd)**11.1.2 RULES AND REGULATIONS (Cont'd)**

- o. The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the customer's personnel to respond to such calls on the customer's premises.
- p. E911 information consisting of the names, addresses and telephone numbers of customers whose listings are not published in directories or listed in Directory Assistance Offices is confidential. Information will be provided on a call-by-call basis only for the purpose of responding to emergency calls. The E911 calling party forfeits the privacy afforded by nonpublished and nonlist telephone number service (Section 6 of this tariff) to the extent that the telephone number, address and name associated with the originating station location are furnished to the PSAP.
- q. Any terminal equipment used in connection with E911 Service, whether such equipment is provided by the Company or the customer, shall be configured so that it is unable to extract any information from the Data Management System other than information relating to a number (identified through the Automatic Number Identification feature as the source) of an in progress 911 call.
- r. Central Offices that are not currently equipped to transmit ANI will not be modified to provide ANI just for E911 Service. When the Selective Routing feature is provided, in such circumstances, Default Routing and Central Office identification will be provided in lieu of Selective Routing and ANI Display.
- s. The Company's entire liability to any person for interruption or failure of 911 Service shall be limited to the terms set forth in this section and other sections of this tariff.
- t. General Regulations located in Section 2 of this tariff will also apply to this service offering.
- u. Where a 911 call is placed by the calling party via foreign exchange service, cellular service or interconnection with an interexchange or other type of carrier, the Company cannot guarantee the completion of said 911 call, the quality of the call or any features that may otherwise be provided with 911 Service.

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11.1 UNIVERSAL EMERGENCY NUMBER SERVICE - 911 (Cont'd)**11.1.3 WIRELESS E911 PHASE 2****a. Description of Service**

Wireless E911 Phase 2 is only available in combination with E911 as specified in this section of the tariff and is subject to the regulations specified herein.

In accordance with the FCC's Report and Order 94-102, Wireless E911 Phase 2 provides PSAPs with the wireless E911 caller's location and callback number (CBN) information, as specified by the FCC. The FCC has adopted specific handset-based and network-based location accuracy and reliability solutions standards for the Wireless Service Providers (WSPs).

b. General Regulations

- (1) The Company is not responsible for the location determination technology, the accuracy of the location determination technology, or the investigation or maintenance of said technologies. Only the data required and specified by the FCC in its Report and Order 94-102 will be delivered by the Company to the PSAP. This required data includes the cell site or sector location, the callback number, and the latitude/longitude of the caller. Each customer agrees that delivery, or lack of delivery, of additional data elements which may be provided by the WSP will not be the responsibility of the Company and the Company assumes no responsibility or liability for such information.
- (2) PSAPs must have all required elements of Wireless E911 Phase 1, utilizing p-ANI routing and cell site/sector location based information, in place before implementing Phase 2. This is necessary to accommodate loading of the respective p-ANIs also known as Emergency Service Routing Key/Emergency Service Routing Digit into the Company's Database Management System. In addition, the following requirements must be met for Phase 2 implementation:
 - (a) PSAPs must order both the Company's Extended ALI Display Format and the ALI Database Upgrade for Wireless Phase 2 to accommodate the x/y data provided by Wireless E911 Phase 2 Service. The Company will bill wireless E911 charges in accordance with the code of laws of South Carolina.
 - (b) WSPs must have Position Determining Entity (PDE) and a Mobile Position Center (MPC)/Gateway Mobile Location Center (GMLC) in their network.
 - (c) WSPs or their designated database provider must have obtained an interface to the Company's ALI database that complies with the Company's existing operating standard. This interface will be used by the WSP to provide the Phase 2 data.

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11.1 UNIVERSAL EMERGENCY NUMBER SERVICE - 911 (Cont'd)**11.1.3 WIRELESS E911 PHASE 2 (Cont'd)****c. Definition of Terms****(1) Callback Number (CBN)**

The wireless caller's 10-digit handset telephone number. The CBN is used by the PSAP to reestablish a call in the event the call was prematurely disconnected.

(2) Interface

A reference point for a data path that exists between an MPC/GMLC and an ESME (the ALI database). The data that traverses the interface is made up of an Emergency Services Position Request and the response. The interface is not provided by and is not the responsibility of the Company.

(3) Emergency Services Message Entity (ESME)

An entity in the emergency services network which serves as the point of interface to an MSC for common channel emergency services messaging. ESME is another term for the ALI database.

(4) Enhanced MF Signaling (EMFS)

A signaling protocol for sending 10 or 20 digits of ANI from the 911 Tandem to the PSAP. EMF signaling is required when an interconnecting WSP selects Phase 2 NCAS mode without WLS911.

(5) Mobile Position Center (MPC)

The interface between the wireless network and the Company's ALI database. The MPC serves as the wireless network entity which retrieves, forwards, stores, and controls position data within the wireless location network. The MPC is not provided by and is not the responsibility of the Company. Global System for Mobile (GSM) communication Gateway Mobile Location Centers (GMLCs) will be treated as MPCs by the Company.

(6) Mobile Switching Center (MSC)

The wireless equivalent of a Central Office, which provides switching functions for wireless calls. The MSC is not provided by and is not the responsibility of the Company.

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11.1 UNIVERSAL EMERGENCY NUMBER SERVICE - 911 (Cont'd)**11.1.3 WIRELESS E911 PHASE 2 (Cont'd)****c. Definition of Terms (Cont'd)****(7) Phase 2 NCAS**

In this mode the p-ANI and the CBN both are sent to the Selective Router. The trunk between the Selective Router and the PSAP must support transport of at least two 10-digit numbers.

(8) Position Determining Entity (PDE)

The PDE determines the geographic location of a wireless handset when the wireless caller places a 911 call or while the call is in process. The PDE is not provided by and is not the responsibility of the Company.

(9) Pseudo-ANI (P-ANI)

A pseudo, non-dialable telephone number assigned to a cell site or a sector of a cell site to provide location identification for wireless E911 calls.

(10) WLS911

The Company solution that sends either eight or ten digits of ANI to the PSAP and dynamically updates the static cell site or sector information with the CBN as provided by the WSP. This solution when used in conjunction with a WSP's interface allows WSPs to comply with the FCC's order without requiring PSAPs to upgrade their PSAP equipment to utilize Enhanced MF signaling.

(11) Wireless Service Provider (WSP)

A person or entity that provides Commercial Mobile Radio Service (CMRS). The term wireless includes service provided by any wireless real-time, two-way voice communication device, including radio-telephone communications used in cellular telephone service, personal communication service (PCS), or functional or competitive equivalent. The term does not include service providers whose customers do not have access to 911 or 911-like services.

(12) Wireline Compatibility Mode

Occurs when the WSP sends only p-ANI to the Company E911 tandem and the PSAP receives eight or ten digits of ANI.

(13) X,Y Coordinates

The latitude and longitude of the 911 wireless caller's location.

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11.1 UNIVERSAL EMERGENCY NUMBER SERVICE - 911 (Cont'd)**11.1.3 WIRELESS E911 PHASE 2 (Cont'd)****d. Enhanced MF**

Enhanced MF (EMF) is a new signaling protocol from the 911 Tandem to the PSAP. Enhanced MF accommodates either ten or 20 digits of ANI. Enhanced MF is not a requirement of Wireless Phase 2 implementation but EMF must be used by PSAPs when an interconnecting Wireless Service Provider chooses the Phase 2 NCAS Mode (as defined in J-STD-036 Annex D, Table D.1.2. and/or D.2.), without WLS911. If an interconnecting WSP chooses a Phase 2 NCAS solution without WLS911, the PSAP's equipment must be 20-digit Enhanced MF capable. The PSAP must request the Company convert them to EMF signaling when preparing to accept Phase 2 calls from a WSP utilizing Phase 2 NCAS without WLS911. Once a PSAP has been converted to 20 digit EMF Signaling the functionality of WLS911 is disabled for all WSPs serving that PSAP.

e. Wireless E911 Phase 2 Service

This service is comprised of two components, Extended ALI Display Format and ALI Database Upgrade for Wireless Phase 2. Both components are required for implementation of this service.

(1) Extended ALI Display Format

The PSAP's Automatic Location Identification (ALI) display format must be changed to the Company's Extended ALI Display Format to accommodate the latitude and longitude, or x,y coordinates. The provision and delivery of the x,y information to the PSAP requires an interface between the ALI database and the WSP's Mobile Position Center (MPC)/Gateway Mobile Location Center (GMLC). The provisioning of the interface is the responsibility of the WSP.

(2) ALI Database Upgrade for Wireless Phase 2

The ALI Database Upgrade for Wireless Phase 2 enables the PSAP to query and retrieve wireless caller location information from the Company's Automatic Location Identification (ALI) database. Location information may include cell site sector location, longitude and latitude of the wireless caller's location, and the wireless caller's callback number (CBN). This upgrade will enable the necessary interfaces, software, and databases to permit the wireless caller's location information to be populated in the Company's ALI database and/or retrieved when queried by the customer's PSAP equipment.

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11.2 211 SERVICE FOR INFORMATION AND REFERRAL SERVICES (Cont'd)**11.2.1 GENERAL REGULATIONS**

- a. The 211 Service for Information and Referral Service is a locally assigned three digit abbreviated dialing code provided to an Approved Information and Referral Service Provider for use in making available community information and referral services to the public by way of voice grade facilities. The 211 abbreviated dialing code is available to the Approved Information and Referral Service Provider as a tariffed, local calling area based service (the "211 Service").
- b. The 211 Service allows a Company subscriber to access an Approve Information and Referral Service Provider call center by dialing only the 211 abbreviated dialing code. Subject to other terms and conditions of this Tariff, Company subscribers shall be able to make and the Approved Information and Referral Service Provider shall be able to receive calls using the 211 Service as part of their local exchange services. The 211 Service is supplemental to and is not a replacement for either party's local exchange service.
- c. All 211 abbreviated dialing code calls must not result in any Region Call, intraLATA toll, interLATA long distance or pay-per-call charges to Company subscribers. However, 211 Service calls may result in local measured service charges where Company subscribers' service plans include such charges as part of home and EAS exchange calling.
- d. The 211 Service is not available for the following classes of service: inmate service, 1+ and 0+ calling, 0- operator assisted calling and 101 XXXX calling. The 211 Service is otherwise available wherever local service is available.

11.2.2 OBLIGATIONS OF THE APPROVED INFORMATION AND REFERRAL SERVICE PROVIDER.

- a. The Approved Information and Referral Service Provider must submit a written application for 211 Service to the Company at the local exchange level. The Approved Information and Referral Service Provider may establish 211 Service in all or part of the Company's local exchanges.
- b. The Approved Information and Referral Service Provider's written application to establish 211 Service in a Company local exchange must include the following:
 - (1) The local, foreign exchange or toll free telephone number into which the Company is to translate the dialed 211 abbreviated code. If the Approved Information and Referral Service Provider desires to change the telephone number into which the 211 abbreviated dialing code is translated in an exchange, the Approved Information and Referral Service Provider must pay the Number Change Charge specified in 11.2.6 f.
 - (2) A location description of the Approved Information and Referral Service Provider call center where 211 calls made from the Company local exchange will be routed.

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11.2 211 SERVICE FOR INFORMATION AND REFERRAL SERVICES (Cont'd)**11.2.2 OBLIGATIONS OF THE APPROVED INFORMATION AND REFERRAL SERVICE PROVIDER (Cont'd)****b. The Approved Information... (Cont'd)**

- (3) For network sizing and protection, an estimate of annual call volumes, the expected busy hour and holding time for each call to the 211 Service.
- (4) An acknowledgment of the possibility that the Commission's assignment of the 211 abbreviated dialing code may be recalled at any time.

c. Local Calling for Company Subscribers

- (1) The Approved Information and Referral Service Provider, in cooperation with the Company, must assure that all 211 Service calls are local in nature and do not generate Region Call, intraLATA toll, interLATA long distance or pay-per-call charges for Company subscribers.
- (2) When the Approved Information and Referral Service Provider makes application for 211 Service in a Company local exchange, the Approved Information and Referral Service Provider must supply the Company with a seven or ten digit telephone number that terminates within the Company local exchange or one of the local exchange's EAS exchanges. The Company's exchange facilities will translate the dialed 211 dialing code into the telephone number the Approved Information and Referral Service Provider provides once 211 Service is established in the local exchange.
- (3) When the Approved Information and Referral Service Provider makes application for 211 Service in a Company local exchange and an Approved Information and Referral Service Provider call center is not located within the local exchange or one of the local exchange's EAS exchanges, then the Approved Information and Referral Service Provider shall establish foreign exchange service or supply the Company with a toll free telephone number so that Company subscribers' 211 Service calls remain local in nature.

d. The Approved Information and Referral Service Provider is liable for and will indemnify, protect, defend and hold harmless the Company against all suits, actions, claims, demands and judgments, plus any expenses and counsel fees incurred by the Company on account thereof, whether suffered, made, instituted or asserted by the Approved Information and Referral Service Provider or any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Approved Information and Referral Service Provider or others, arising out of or resulting directly or indirectly from the 211 Service.**e. The Approved Information and Referral Service Provider must develop an appropriate method for responding to 211 calls directed to it out of confusion or in error by Company subscribers.**

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11.2 211 SERVICE FOR INFORMATION AND REFERRAL SERVICES (Cont'd)**11.2.2 OBLIGATIONS OF THE APPROVED INFORMATION AND REFERRAL SERVICE PROVIDER (Cont'd)**

- f. The Approved Information and Referral Service Provider must be prepared to receive all calls to the 211 Service during normal business hours. To this end, the Approved Information and Referral Service Provider agrees to subscribe to termination facilities and lines in sufficient quantities to provide adequate service to the public.
- g. The 211 Service is provided on the condition that the Approved Information and Referral Service Provider subscribes to termination facilities and lines in sufficient quantities to adequately handle calls to the 211 Service without interfering with or impairing any services offered by the Company. For each line subscribed to by the Approved Information and Referral Service Provider, there will be one path available.
- h. The Approved Information and Referral Service Provider must comply with all present and future rules pertaining to abbreviated dialing codes adopted by the Federal Communications Commission, in rulemaking proceeding CC Docket No. 92-105, CC Docket No. 00-256, and otherwise, including any and all requirements to relinquish the 211 abbreviated dialing code in the event of a national assignment contrary to that made by the T.R.A.
- i. The Approved Information and Referral Service Provider is responsible for obtaining all necessary permissions, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performances are used in connection with the 211 Service, and from all holders of copyrights, trademarks and patents used in connection with the said service.
- j. The Approved Information and Referral Service Provider shall respond promptly to any and all complaints lodged with any regulatory authority against the 211 Service. If requested by the Company, the Approved Information and Referral Service Provider will assist the Company in responding to complaints made to the Company concerning the 211 Service.
- k. The Approved Information and Referral Service Provider shall not promote the 211 Service with the use of an autodialer or broadcasting of tones that dial the 211 abbreviated dialing code.
- l. The Company can only make 211 Service available to end users located in Company local exchanges. To establish 211 calling to end users in non-Company local exchanges, the Approved Information and Referral Service Provider must make appropriate arrangements with the companies serving those local exchanges, even where Company subscribers may make local calls to the non-Company local exchanges.
- m. The Approved Information and Referral Service Provider must work separately with competitive local exchange carriers ("CLEC") operating and serving customers in the Company's local exchanges to ascertain whether 211 abbreviated dialing will be available to their end users.

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11.2 211 SERVICE FOR INFORMATION AND REFERRAL SERVICES (Cont'd)**11.2.3 OBLIGATIONS OF THE COMPANY**

- a. The Company will provision the 211 Service within forty-five days of the Company's receipt of the Approved Information and Referral Service Provider's completed application(s) for service. If the Company receives an application from an Approved Information and Referral Service Provider prior to the effective date of this tariff, the Company will provision the 211 Service within forty-five days of the effective date of the tariff.
- b. When a 211 Service call is placed by the calling party via interconnection with an interexchange carrier, the Company cannot guarantee the completion of said 211 Service call, the quality of the call or any features that may otherwise be provided with 211 Service.
- c. The Company does not undertake to answer and forward 211 Service calls but furnishes the use of its facilities to enable the Approved Information and Referral Service Provider to respond to such calls at the Approved Information and Referral Service Provider established call centers.
- d. The rates charged for 211 Service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects, and malfunctions in service, nor does the Company undertake such responsibility. The Approved Information and Referral Service Provider shall make such operational tests as, in the judgment of the Approved Information and Referral Service Provider, are required to determine whether the Company's facilities are functioning properly for its use. The Approved Information and Referral Service Provider shall promptly notify the Company in the event the Company's facilities are not functioning properly.

11.2.4 LIABILITY

- a. The liability of the Company for losses or damages of any kind arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failure or defects in any facility furnished by the Company, occurring in the course of furnishing 211 Service, or of the Company in failing to maintain proper standards of maintenance and operation or to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the Approved Information and Referral Service Provider for the 211 Service and local exchange services for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission or defect or failure in facilities occurs.
- b. The Company is not liable for losses or damages caused by the negligence of the Approved Information and Referral Service Provider.
- c. The Company's entire liability to any person for interruption or failure of the 211 Service is limited to the terms set forth in this section and other sections of this Tariff.
- d. The Commission's local assignment and the Approved Information and Referral Service Provider's use of the 211 abbreviated dialing code is subject to preemption by the Federal Communications Commission. The Company shall not be liable to the Approved Information and Referral Service Provider for any damages the Approved Information and Referral Service Provider may incur that result from a national assignment of the 211 abbreviated dialing code.

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11.2 211 SERVICE FOR INFORMATION AND REFERRAL SERVICES (Cont'd)**11.2.5 OTHER TERMS AND CONDITIONS**

- a. The 211 Service will not provide calling number information in real time to the Approved Information and Referral Service Provider. If this type of information is required, the Approved Information and Referral Service Provider must subscribe to compatible Caller ID service as described in Section 8 of this tariff.
- b. The 211 Service is provided solely for the benefit of the Approved Information and Referral Service Provider. The provision of the 211 Service by the Company shall not be interpreted, constructed or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the Approved Information and Referral Service Provider.
- c. A written notice will be sent to the Approved Information and Referral Service Provider following oral notification when its 211 Service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of abbreviated dialing codes. If after notification the Approved Information and Referral Service Provider makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the Approved Information and Referral Service Provider is unwilling to accept the modifications, or if the Approved Information and Referral Service Provider continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measures, up to and including termination of service.
- d. In an emergency situation as determined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures, up to and including termination of service.

11.2.6 RATES AND CHARGES

- a. Subject to other terms and conditions of this Tariff, Company subscribers shall be able to make and the Approved Information and Referral Service Provider shall be able to receive calls using the 211 Service as part of both parties' local exchange service. The 211 Service is supplemental to and is not a replacement for either party's local exchange service.
- b. A nonrecurring Central Office Charge applies for each Company host central office out of which 211 Service is established, as follows:
 - (1) When a Company local exchange is served by more than one host central office a Central Office Charge is applicable for each host central office in the Company local exchange.
 - (2) If the Approved Information and Referral Service Provider establishes 211 Service in multiple Company local exchanges served by the same host central office, only one Central Office Charge shall apply. However, the full Central Office Charge applies whether or not the Approved Information and Referral Service Provider requests 211 Service in all the Company local exchanges served by that host central office.

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11.2 211 SERVICE FOR INFORMATION AND REFERRAL SERVICES (Cont'd)**11.2.6 RATES AND CHARGES (Cont'd)**

c. An Exclusion Charge Applies for the establishment of 211 Service as follows:

- (1) When the Approved Information and Referral Service Provider does not simultaneously establish 211 Service in every Company local exchange served by a host central office, the Approved Information and Referral Service Provider shall pay an Exclusion Charge for each Company local exchange served by the host central office where 211 Service is not established.
- (2) When a Company local exchange is once excluded, but the Approved Information and Referral Service Provider later applies to establish 211 Service in the Company local exchange, an Exclusion Charge again applies for each local exchange that continues to be excluded.
- (3) When the Approved Information and Referral Service Provider requests a different telephone number be translated to the 211 abbreviated dialing code in a participating central office than the telephone number translated to the 211 abbreviated dialing code in the host central office.

d. A nonrecurring Number Change Charge applies when the Approved Information and Referral Service Provider changes the telephone number into which the 211 abbreviated dialing code is translated. The Number Change Charge is applied on a per telephone number, per host central office basis.

e. Applicable service order charges specified in Section 4 of this tariff will apply in addition to the rates listed below.

f. Rates

| | Current Nonrecurring Charge | Maximum Nonrecurring Charge |
|--|-----------------------------------|-----------------------------------|
| Central Office Charge (per host Central Office) | \$ 250.00 | \$1000.00 |
| Exclusion Charge (per Exchange) | 325.00 | 1300.00 |
| Number Change Charge (per telephone number) | 50.00 | 200.00 |

LOCAL EXCHANGE SERVICES

(Z)

11. FCC DESIGNATED N11 SERVICES

(Z)

11.3 TELECOMMUNICATIONS RELAY SERVICE (711)**11.3.1 General**

- a. 711 Dialing Code ("711") is a three digit local dialing arrangement for telephone voice transmission access to all relay service entities as a toll free call. Pursuant to Order 00-257, issued by the Federal Communications Commissions (FCC) in CC Docket 92-105 assigned 711 dialing code for nationwide access to TRS entities, to be implemented not later than October 1, 2001.
- b. 711 is available from Embarq Communications, Inc. within the Company's service area only. To provide access to 711 to end users in another company service area or to a Competitive Local Exchange Carrier (CLECs) end users within the local calling area, the TRS entity must make appropriate arrangements with the other company or CLEC serving that territory. The TRS entity should work separately with competing local providers to ascertain that its end user customers will be able to reach relay services provided by dialing 711.
- c. This service is subject to the availability of the 711 dialing code.
- d. 711 can be delivered via regular exchange access lines (by individual business lines, PBX trunks, etc.)
- e. Limitations and use of service are as stated in Section 2 of this Tariff.
- f. Directory Listings may be provided for 711 at rates and regulations as specified in Section 6 of this Tariff.
- g. Access to 711 is not available to the following classes of service:
 - Hotel/Motel/Hospital Service (toll call only)
 - 1+
 - 0+, 0- (Credit Card, Third-Party Billing, Collect Calls)
 - Inmate Service
 - 101XXXX
 - Cellular - Type 2AIn addition, operator assisted calls to the 711 will not be completed.
- h. The TRS entity is restricted from selling or transferring the 711 dialing code to an unaffiliated entity, either directly or indirectly.
- i. An "affiliate" of a TRS entity is any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with the TRS entity. The term "control" (including the terms "controlling," "controlled by," and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

LOCAL EXCHANGE SERVICES

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11. FCC DESIGNATED N11 SERVICES

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11.3 TELECOMMUNICATIONS RELAY SERVICE (711) (Cont'd)**11.3.2 Service Requirements and Conditions**

- a. Requests for 711 Dialing Code must be submitted in writing to the South Carolina Public Service Commission, for the assignment of the 711 code.
- b. Once the 711 Dialing Code has been assigned and the subscriber has provided the Company the appropriate toll free number, implementation of the 711 Dialing Code will begin on or after April 30, 2001. The Company will implement the TRS entity's request within a reasonable time, given the complexity of the order.

If, during or at the end of the provisioning period, the TRS entity has failed to establish service or decides to discontinue service establishment, the 711 code will be recalled and the number will be considered available for reassignment.

- c. The TRS entity must, prior to provisioning of the service, sign a written acknowledgement of possible recall of the 711 dialing code by the FCC and an agreement to return the code upon receipt of 6 months written notice of such a recall from the Company or regulating entity and abide by all terms and conditions which may be identified by the FCC in CC Docket 92-105 regarding the use and return of the 711 dialing code. If a recall is effected, the Company will work with the TRS entity affected by such recall to transfer their service arrangements, to a 7 or 10-digit dialing arrangement within the 6-month notice period. The TRS entity will be required to migrate to any access arrangement the telephone relay services subsequently agreed to by the industry and approved by the FCC. The TRS entity will be charged the appropriate tariff rates for the establishment of the new access arrangement.
- d. Only one 10-digit toll free number may be used as the lead number per basic local calling area.
- e. The 711 Dialing Code is provided where facilities permit.
- f. TRS entity should work separately with wireless companies to ascertain their end user customers will be able to reach telephone relay services provided by dialing 711.
- g. TRS entity should work separately with competitive local exchange companies to ascertain their end user customers will be able to reach telephone relay services provided by dialing 711.
- h. 711 Dialing Code will be provided under the following conditions.
 - (1) For network sizing and protection, the TRS entity must provide an estimate of annual call volumes, the expected busy hour and holding time for each call to the 711 dialing code.

LOCAL EXCHANGE SERVICES

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11. FCC DESIGNATED N11 SERVICES

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11.3 TELECOMMUNICATIONS RELAY SERVICE (711) (Cont'd)**11.3.2 Service Requirements and Conditions (Cont'd)****h. 711 Dialing Code will be provided under the following conditions... (Cont'd)**

- (2) The TRS entity will subscribe to adequate telephone facilities initially and subsequently as may be required, in the judgement of the Company, to adequately handle calls to 711 without impairing the Company's general telephone service or telephone facilities.
- (3) The TRS entity is responsible for obtaining all necessary permission, licenses, written consents, waivers, releases and all other rights from all persons whose work, statements or performance are used in connection with the 711 dialing code, and from all holders of copyrights, trademarks, and patents used in connection with said service.
- (4) The TRS entity is responsible for, and shall indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgements, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including, but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, of any patent, trademark, copyright, or resulting from any claim of libel and slander. Unless otherwise specifically provided in this Tariff, the Company shall be authorized to disconnect any tariffed service provided to the TRS entity utilized, directly or indirectly, with the 711 dialing code, which fails to comply with regulations and conditions set forth herein, upon five (5) days of notice to the subscriber. Disconnection may be suspended at the discretion of the Company if it receives written certification that the TRS entity is in compliance with regulations and conditions of the tariffs. Continual noncompliance shall be cause for disconnection without notice at the discretion of the Company.
- (5) The TRS entity shall respond promptly to any and all complaints lodged with any regulatory authority against any service provided via 711. If requested by the Company, the TRS entity shall assist the Company in responding to complaints made to the Company concerning the 711 dialing code.
- (6) A written notice will be sent to any TRS entity following oral notification when their service unreasonably interferes with or impairs other services rendered to the public by the Company. If after notification the TRS entity makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the TRS entity is unwilling to accept the modifications, or if the TRS entity continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measure, up to and including termination of service. In an emergency situation as defined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures up to and including termination of service.

LOCAL EXCHANGE SERVICES

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11. FCC DESIGNATED N11 SERVICES

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11.3 TELECOMMUNICATIONS RELAY SERVICE (711) (Cont'd)**11.3.2 Service Requirements and Conditions (Cont'd)**

- i. If a pre-recorded announcement is provided by the TRS entity, the following conditions apply.
 - (1) The TRS entity will provide announcements. The company will provide only the delivery of the call.
 - (2) The provision of access to the 711 network by the Company for the transmission of announcement is subject to availability of such facilities and the requirements of the local exchange network.
 - (3) The TRS entity assumes all financial responsibility for all costs involved in providing announcement including, but not limited to, the recorder-announcement equipment located on the TRS entity's premises.
 - (4) The TRS entity assumes, according to other specific rates and charges under tariff, all financial responsibility for all facilities required, to connect the recorder-announcement equipment located on the TRS entity's premises.
- j. The Company may take all legal and practical steps to disassociate itself from TRS entity providing services whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company's discretion generates unacceptable levels of complaints by end users.
- k. In no event shall the Company be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Company, or its employees, or agents, in connection with this Tariff. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment owned or leased by the TRS entity.

11.3.3 Obligations of the Competitive Local Exchange Carrier (CLEC)

- a. In those instances where a CLEC provides the 711 dialing code to its end user within the local calling area, terms and conditions for 711 dialing code are as defined in the appropriate Interconnection Agreement.
 - (1) For purposes of providing a CLEC end user access to the TRS entity within the local calling area, appropriate arrangements must be made by the CLEC with the TRS entity serving the local calling area.
 - (2) A CLEC may negotiate the provision of directory listing as defined in the Interconnection Agreement.

LOCAL EXCHANGE SERVICES

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11. FCC DESIGNATED N11 SERVICES

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11.4 NON-EMERGENCY 311 SERVICE**11.4.1 GENERAL**

- a. Non-Emergency 311 Service (NE311) is a local telephone exchange communications service which allows Company subscribers to reach non-emergency local government services by dialing an abbreviated telephone number. The Federal Communications Commission (FCC) reserved the abbreviated telephone number, 3-1-1, for non-emergency access to public services. NE311 Service is an optional service which may be purchased by a local municipality, state or local governmental unit to whom authority has been lawfully delegated. The NE311 Service Provider must be granted authority by the appropriate city, county, or state officials to provide the service.
- b. NE311 Service allows a Company subscriber to access an approved NE311 Service Provider by dialing only the 311 abbreviated dialing code. Subject to other terms and conditions of this Tariff, Company subscribers shall be able to make and the NE311 Service Provider shall be able to receive calls using the NE311 Service as part of their local exchange services. The NE311 Service is supplemental to and is not a replacement for either party's local exchange service.
- c. All NE311 Service calls must be local in nature and shall not result in any Region Call, intraLATA toll, interLATA long distance or pay-per-call charges to Company subscribers. However, NE311 Service calls may result in local measured service charges where Company subscribers' service plans include such charges as part of Extended Area Service (EAS) exchange calling. NE311 Service calls are not permitted where local calling is restricted.
- d. The NE311 Service is not available for the following classes of service: inmate service, 1+ and 0+ calling, 0- operated assisted calling and 101XXXX calling. NE311 Service is otherwise available wherever local service is accessible.
- e. Only calls originating within a NE311 Service Provider's area of jurisdiction (the "NE311 Service Area") will be routed to a call center/answering point designated by the NE311 Service Provider. There can be only one NE311 Service Provider in each geographic area. NE311 Service areas may not overlap. This assures that NE311 calls from a telephone line within a NE311 Service Area can be routed to a unique NE311 call center/answering point.
- f. NE311 Service is offered subject to the availability of facilities.

LOCAL EXCHANGE SERVICES

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11. FCC DESIGNATED N11 SERVICES

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11.4 NON-EMERGENCY 311 SERVICE (Cont'd)**11.4.2 OBLIGATIONS OF THE NON-EMERGENCY 311 SERVICE PROVIDER**

- a. The NE311 Service Provider must submit a written application for NE311 Service on a Company local exchange by local exchange basis. The NE311 Service Provider may establish NE311 Service in all or part of the Company's local exchanges. There may be only one NE311 Service Provider per exchange.
- b. The NE311 Service Provider's written application to establish NE311 Service in a Company local exchange shall include the following:
 - (1) The unpublished local telephone number into which the Company is to translate the dialed NE311 abbreviated code. If the NE311 Service Provider desires to change the telephone number into which the NE311 abbreviated dialing code is translated, the NE311 Service Provider must pay the Number Change Charge specified in Section 11.4.6.G following.
 - (2) A location description of the NE311 Service Provider call center where NE311 calls made from the Company local exchange will be routed.
 - (3) For network sizing and protection, an estimate of annual call volumes, the expected busy hour and holding time for each call to the NE311 Service.
 - (4) An acknowledgment of the possibility that the Commission's assignment of the NE311 abbreviated dialing code may be recalled at any time.
- c. Local Calling for Company Subscribers
 - (1) The NE311 Service Provider, in cooperation with the Company, shall assure that all NE311 Service calls are local in nature and do not generate Region Call, intraLATA toll, interLATA long distance or pay-per-call charges for Company subscribers.
 - (2) When the NE311 Service Provider applies for NE311 Service in a Company local exchange, the NE311 Service Provider shall supply the Company with an unpublished seven or ten digit telephone number that terminates within the Company local exchange's local calling area. The Company will translate the dialed NE311 dialing code into the telephone number provided by the NE311 Service Provider.
 - (3) When the NE311 Service Provider applies for NE311 Service in a Company local exchange and a NE311 Service Provider call center is not located within the local exchange's local calling area, then the NE311 Service Provider shall establish foreign exchange service or supply the Company with a toll free telephone number so that Company subscribers' NE311 Service calls do not incur toll charges.

LOCAL EXCHANGE SERVICES

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11. FCC DESIGNATED N11 SERVICES

(Z)

11.4 NON-EMERGENCY 311 SERVICE (Cont'd)**11.4.2 OBLIGATIONS OF THE NON-EMERGENCY 311 SERVICE PROVIDER (Cont'd)**

- d. The NE311 Service Provider is liable for and will indemnify, protect, defend and hold harmless the Company against all suits, actions, claims, demands and judgments, plus any expenses and counsel fees incurred by the Company on account thereof, whether suffered, made, instituted or asserted by the NE311 Service Provider or any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the NE311 Service Provider or others, arising out of or resulting directly or indirectly from the NE311 Service.
- e. The NE311 Service Provider must develop an appropriate method for responding to NE311 calls directed to it out of confusion or in error by Company subscribers. This includes calls from customers that reside within the Company local exchange but outside the legally designated jurisdiction of the NE311 Service Provider (i.e. exchange boundaries that cross county borders.)
- f. The NE311 Service Provider must subscribe to termination facilities and lines in sufficient quantities to provide adequate service to the public, and enable the NE311 Service Provider to receive calls to the NE311 Service during normal business hours.
- g. NE311 Service is provided on the condition that the NE311 Service Provider subscribes to termination facilities and lines in sufficient quantities to adequately handle calls to the NE311 Service without interfering with or impairing any services offered by the Company. There will be one path available for each line to which the NE311 Service Provider subscribes.
- h. The NE311 Service Provider must comply with all present and future state and federal rules pertaining to abbreviated dialing codes, including any and all requirements to relinquish the 311 abbreviated dialing code in the event of a national assignment contrary to that made by the South Carolina Public Service Commission.
- i. The NE311 Service Provider is responsible for obtaining all necessary permissions, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performances are used in connection with the 311 Service, and from all holders of copyrights, trademarks and patents used in connection with the said service.
- j. The NE311 Service Provider must respond promptly to any and all complaints lodged with any regulatory authority against the NE311 Service. If requested by the Company, the NE311 Service Provider shall assist the Company in responding to complaints made to the Company concerning the NE311 Service.
- k. The NE311 Service Provider shall not promote the NE311 Service with the use of an autodialer or broadcasting of tones that dial the NE311 abbreviated dialing code.

LOCAL EXCHANGE SERVICES

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11. FCC DESIGNATED N11 SERVICES

(Z)

11.4 NON-EMERGENCY 311 SERVICE (Cont'd)**11.4.2 OBLIGATIONS OF THE NON-EMERGENCY 311 SERVICE PROVIDER (Cont'd)**

- I. NE311 Service is only available to end users located in Company local exchanges. To establish NE311 calling to end users in non-Company local exchanges, the NE311 Service Provider must make appropriate arrangements with the companies serving those local exchanges, even where Company subscribers may make local calls to the non-Company local exchanges.
- m. The NE311 Service Provider must work separately with competitive local exchange carriers operating and serving customers in the Company's local exchanges to ascertain whether NE311 abbreviated dialing will be available to their end users.
- n. In the event that an end user misdials and reports an emergency by dialing 311, the NE311 Service Provider agrees to release, indemnify, defend, and save harmless the Company from claims, suits, actions, damages, costs, judgments, actions of every name and description arising out of or due to acts or omissions of the NE311 Service Provider, its agents and its employees while answering and dispatching NE311 calls.

11.4.3 OBLIGATIONS OF THE COMPANY

- a. The Company will establish the NE311 Service within ninety days after receipt of the NE311 Service Provider's completed application(s) for service or of the effective date of the tariff, whichever is later
- b. When an NE311 Service call is placed by the calling party via interconnection with an interexchange carrier, the Company cannot guarantee the completion of said NE311 Service call, the quality of the call or any features that may otherwise be provided with NE311 Service.
- c. The Company will route NE311 calls originating from end users on the Company's local exchange network whether they purchase service directly from the Company or from another provider reselling Company service. Otherwise, the Company is not responsible for establishing NE311 Service for calls originating from other telecommunications providers.
- d. The Company does not undertake to answer and forward NE311 Service calls but furnishes the use of its facilities to enable the NE311 Service Provider to respond to such calls at NE311 Service Provider established call centers.
- e. The rates charged for NE311 Service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects, and malfunctions in service, nor does the Company undertake such responsibility. The NE311 Service Provider shall make such operational tests as, in the judgment of the NE311 Service Provider, are required to determine whether the Company's facilities are functioning properly for its use. The NE311 Service Provider shall promptly notify the Company in the event the Company's facilities are not functioning properly.

LOCAL EXCHANGE SERVICES

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11. FCC DESIGNATED N11 SERVICES

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11.4 NON-EMERGENCY 311 SERVICE (Cont'd)**11.4.3 OBLIGATIONS OF THE COMPANY (Cont'd)**

- f. NE311 Service is furnished subject to all operating failures and interruptions, including, but not limited to, equipment breakdowns, errors, defects, malfunctions and interruptions of service experienced in the regular telephone exchange system. The rates provided for this service are subject to the limitations which appear in this section and in other applicable sections of this and other tariffs. The Company does not undertake to provide a higher level of service reliability and quality than the telephone exchange service being provided in the exchange that NE311 Service is offered.

11.4.4 LIABILITY

- a. The liability of the Company for losses or damages of any kind arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failure or defects in any facility furnished by the Company, occurring in the course of furnishing NE311 Service, or of the Company in failing to maintain proper standards of maintenance and operation or to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the NE311 Service Provider for the NE311 Service and local exchange services for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission or defect or failure in facilities occurs. The Company has no liability for losses or damages caused by the negligence of the NE311 Service Provider.
- b. The Company's entire liability to any person for interruption or failure of the NE311 Service shall be limited to the terms set forth in this section and other sections of this tariff.
- c. The Commission's local assignment and the NE311 Service Provider's use of the 311 abbreviated dialing code is subject to preemption by the Federal Communications Commission. The Company shall not be liable to the NE311 Service Provider for any damages the NE311 Service Provider may incur that results from a national assignment of the NE311 abbreviated dialing code.
- d. The Company accepts no responsibility for obtaining subscriber record information from telephone end users.
- e. The Company will make every effort to route NE311 calls to the appropriate NE311 Service Provider calling center, however, the Company will not be held responsible for routing mistakes or errors.

LOCAL EXCHANGE SERVICES

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11. FCC DESIGNATED N11 SERVICES

(Z)

11.4 NON-EMERGENCY 311 SERVICE (Cont'd)**11.4.5 OTHER TERMS AND CONDITIONS**

- a. The NE311 Service will not provide calling number information in real time to the NE311 Service Provider. If this type of information is required, the NE311 Service Provider must subscribe to compatible Caller ID service as described in Section 13 of this tariff. The Caller ID Service will only provide calling number information as described in Section 8 of this tariff.
- b. The NE311 Service is provided for the benefit of the NE311 Service Provider. The provision of the NE311 Service by the Company shall not be interpreted, constructed or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the NE311 Service Provider.
- c. A written notice will be sent to the NE311 Service Provider following oral notification when its NE311 Service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of abbreviated dialing codes. If after notification the NE311 Service Provider makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the NE311 Service Provider is unwilling to accept the modifications, or if the NE311 Service Provider continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measures, up to and including termination of service. In an emergency situation as defined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures, up to and including termination of service.

11.4.6 RATES

- a. The nonrecurring charges associated with the initial NE311 Service establishment are specified in Section 11.4.6.G. following. These are one-time charges which apply only when the NE311 Service Provider establishes or modifies NE311 Service.
- b. The NE311 Service Provider shall pay a nonrecurring Central Office Charge for each Company host central office out of which NE311 Service is established.
 - (1) Some Company local exchanges are served by more than one host central office. In order to establish NE311 Service in such an exchange, the NE311 Service Provider shall pay a Central Office Charge for each host central office in the Company local exchange.
 - (2) Some host central offices serve more than one Company local exchange. If the NE311 Service Provider makes applications to establish NE311 Service in multiple Company local exchanges served by the same host central office, then only one Central Office Charge shall apply. However, the full Central Office Charge applies whether or not the NE311 Service Provider requests NE311 Service in all the Company local exchanges served by that host central office.

LOCAL EXCHANGE SERVICES

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11. FCC DESIGNATED N11 SERVICES

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11.4 NON-EMERGENCY 311 SERVICE (Cont'd)**11.4.6 RATES (Cont'd)**

- c. An Exclusion Charge Applies for the establishment of NE311 Service as follows:
- (1) When the NE311 Service Provider does not simultaneously establish NE311 Service in every Company local exchange served by a host central office, the NE311 Service Provider shall pay an Exclusion Charge for each Company local exchange served by the host central office where NE311 Service is not established.
 - (2) When a Company local exchange is once excluded, but the NE311 Service Provider later applies to establish NE311 Service in the Company local exchange, an Exclusion Charge again applies for each local exchange that continues to be excluded.
 - (3) When the NE311 Service Provider requests a different telephone number be translated to the 311 abbreviated dialing code in a participating central office than the telephone number translated to the 311 abbreviated dialing code in the host central office.
- d. A nonrecurring Number Change Charge applies when the NE311 Service Provider changes the telephone number into which the NE311 abbreviated dialing code is translated. The Number Change Charge shall be applied on a per telephone number, per host central office basis.
- e. When translating the seven or ten digit number to the 311 abbreviated dialing code, applicable Service Order Charges as specified in Section 4 of this tariff will apply as follows, in addition to the rates listed below.
- (1) A business rate Secondary Service Order Charge, per order, as found in Section 4 of this tariff.
- f. The minimum service period for NE311 Service is one month.
- g. Rates

| | Current Nonrecurring <u>Charge</u> | Maximum Nonrecurring <u>Charge</u> |
|---|--|--|
| Central Office Charge (per host Central Office) | \$ 250.00 | \$1000.00 |
| Exclusion Charge (per Exchange) | 325.00 | 1300.00 |
| Number Change Charge (per telephone number) | 50.00 | 200.00 |

LOCAL EXCHANGE SERVICES

(Z)

11. FCC DESIGNATED N11 SERVICES

(Z)

11.5 511 SERVICE FOR TRAVEL INFORMATION SERVICES**11.5.1. GENERAL**

- a. 511 Dialing Code ("511") is a three digit local dialing arrangement for telephone voice transmission access to all certified Travel Information Service entities as a toll free call. The Federal Communications Commission (FCC) assigned the 511 dialing code for nationwide access to Travel Information Services.
- b. The three digit 511 abbreviated dialing code is assigned to the Approved Travel Information Service Provider ("511 Provider") for use in providing community Travel Information services to the public by way of voice grade facilities.
- c. 511 is available from Embarq Communications, Inc. (the Company) within the Company's service area only. To provide access to 511 to end users in another company service area or to a Competitive Local Exchange Carrier (CLEC) end users within the local calling area, the 511 Provider must make appropriate arrangements with the other company or CLEC serving that territory. The 511 Provider should work separately with competing local providers to ascertain that its end user customers will be able to reach relay services provided by dialing 511.
- d. All 511 abbreviated dialing code calls must be local in nature and will not result in Region Call, intraLATA toll, interLATA long distance or pay-per-call charges to Company subscribers. However, 511 Service calls may result in measured service charges where Company subscribers' service plans include such charges as part of local measured service or home exchange service calling plans.
- e. The 511 Service is not available for the following classes of service: inmate service, 1+ and 0+ calling, 0- operator assisted calling and 101XXXX calling. 511 Service is otherwise available wherever local service is accessible.
- f. 511 Service is offered subject to the availability of facilities.

11.5.2 OBLIGATIONS OF THE APPROVED TRAVEL INFORMATION SERVICES PROVIDER

- a. The 511 Provider must submit a written application to the Company for 511 Service at the local exchange level. The 511 Provider may establish 511 Service in all or part of the Company's local exchanges. There may be only one 511 Provider per exchange.
- b. The 511 Provider's written application to establish 511 Service in a Company local exchange must include the following:
 - (1) The local, foreign exchange or toll free telephone number into which the Company should translate the dialed 511 abbreviated code. If the 511 Provider desires to change the telephone number into which the 511 abbreviated dialing code is translated, the 511 Provider must pay a Number Change Charge as found in Section 11.5.6.f.

LOCAL EXCHANGE SERVICES

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11. FCC DESIGNATED N11 SERVICES

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11.5 511 SERVICE FOR TRAVEL INFORMATION SERVICES (Cont'd)**11.5.2 OBLIGATIONS OF THE APPROVED TRAVEL INFORMATION SERVICES PROVIDER (Cont'd)****b. The 511 Provider's... (Cont'd)**

- (2) A location description of the 511 Provider call center where 511 calls made from the Company local exchange will be routed.
- (3) For network sizing and protection, an estimate of annual call volumes and holding time for calls to the 511 Service.
- (4) An acknowledgment of the possibility that the Commission's assignment of the 511 abbreviated dialing code may be recalled at any time.

c. Local Calling for Company Subscribers

- (1) The 511 Provider, in cooperation with the Company, will assure that all 511 Service calls are local and do not generate Region Call, community connect service, intraLATA toll, interLATA long distance or pay-per-call charges for Company subscribers.
- (2) When the 511 Provider applies for 511 Service in a Company local exchange, the 511 Provider must supply the Company with a seven or ten digit telephone number that terminates within the Company local exchange's local calling area. The Company will translate the 511 digits into the telephone number provided by the 511 Provider.
- (3) When the 511 Provider applies for 511 Service in a Company local exchange and a 511 Provider call center is not located within the local exchange's local calling area, the 511 Provider must establish foreign exchange service or supply the Company with a toll free telephone number so that Company subscribers' 511 Service calls do not incur toll charges.

LOCAL EXCHANGE SERVICES

(Z)

11. FCC DESIGNATED N11 SERVICES

(Z)

11.5 511 SERVICE FOR TRAVEL INFORMATION SERVICES (Cont'd)**11.5.2 OBLIGATIONS OF THE APPROVED TRAVEL INFORMATION SERVICES PROVIDER (Cont'd)**

- d. The 511 Provider is liable for and will indemnify, protect, defend and hold harmless the Company against all suits, actions, claims, demands and judgments, plus any expenses and counsel fees incurred by the Company on account thereof, whether suffered, made, instituted or asserted by the 511 Provider or any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the 511 Provider or others, arising out of or resulting directly or indirectly from the 511 Service.
- e. The 511 Provider must develop an appropriate method for responding to 511 calls directed to it out of confusion or in error by Company subscribers.
- f. The 511 Provider must subscribe to termination facilities and lines in sufficient quantities to provide adequate service to the public, and enable the 511 Provider to receive calls to the 511 Service during normal business hours.
- g. The 511 Service is provided on the condition that the 511 Provider subscribes to termination facilities and lines in sufficient quantities to adequately handle calls to the 511 Service without interfering with or impairing any services offered by the Company. There will be one path available for each line to which the 511 Provider subscribes.
- h. The 511 Provider must comply with all present and future state and federal rules pertaining to abbreviated dialing codes, including any and all requirements to relinquish the 511 abbreviated dialing code in the event of a national assignment contrary to that made by the South Carolina Public Service Commission.
- i. The 511 Provider is responsible for obtaining all necessary permissions, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performances are used in connection with the 511 Service. The 511 Provider is also responsible for obtaining all necessary permissions, licenses, written consents, waivers and released and all other rights from all holders of copyrights, trademarks and patents used in connection with the said service.
- j. The 511 Provider must respond promptly to all complaints lodged with any regulatory authority against the 511 Service. If requested by the Company, the 511 Provider must assist the Company in responding to complaints made to the Company concerning the 511 Service.
- k. The 511 Provider shall not promote the 511 Service with the use of an autodialer or broadcasting of tones that dial the 511 abbreviated dialing code.

LOCAL EXCHANGE SERVICES

(Z)

11. FCC DESIGNATED N11 SERVICES

(Z)

11.5 511 SERVICE FOR TRAVEL INFORMATION SERVICES (Cont'd)**11.5.2 OBLIGATIONS OF THE APPROVED TRAVEL INFORMATION SERVICES PROVIDER (Cont'd)**

- l. The 511 Service is available only to end users located in Company local exchanges. To establish 511 calling to end users in non-Company local exchanges, the 511 Provider must make appropriate arrangements with the companies serving those local exchanges, even where Company subscribers may make local calls to the non-Company local exchanges.
- m. The 511 Provider must work separately with competitive local exchange carriers ("CLECs") operating and serving customers in the Company's local exchanges to ascertain whether 511 abbreviated dialing will be available to their end users.

11.5.3 OBLIGATIONS OF THE COMPANY

- a. The Company will establish the 511 Service within ninety days after receipt of the 511 Provider's completed application(s) for service or the effective date of this tariff, whichever is later.
- b. When a 511 Service call is placed by the calling party via interconnection with an interexchange carrier, the Company cannot guarantee the completion of said 511 Service call, the quality of the call or any features that may otherwise be provided with 511 Service.
- c. The Company will route 511 calls originating from end users on the Company's local exchange network whether they purchase service directly from the Company or from another provider reselling Company service. Otherwise, the Company is not responsible for establishing 511 Service for calls originating from other telecommunications providers.
- d. The Company does not undertake to answer and forward 511 Service calls but furnishes the use of its facilities to enable the 511 Provider to respond to such calls at the 511 Provider established call centers.
- e. The rates charged for 511 Service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects, and malfunctions in service, nor does the Company undertake such responsibility. The 511 Provider must conduct such operational tests as, in the judgment of the 511 Provider, are required to determine whether the Company's facilities are functioning properly for its use. The 511 Provider must promptly notify the Company in the event the Company's facilities are not functioning properly.

LOCAL EXCHANGE SERVICES

(Z)

11. FCC DESIGNATED N11 SERVICES

(Z)

11.5 511 SERVICE FOR TRAVEL INFORMATION SERVICES (Cont'd)**11.5.4 LIABILITY**

- a. The liability of the Company for losses or damages of any kind arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failure or defects in any facility furnished by the Company, occurring in the course of furnishing 511 Service, or of the Company in failing to maintain proper standards of maintenance and operation or to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the 511 Provider for the 511 Service and local exchange services for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission or defect or failure in facilities occurs.
- b. The Company is not liable for any losses or damages caused by the negligence of the 511 Provider.
- c. The Company's entire liability to any person for interruption or failure of the 511 Service is limited to the terms set forth in this and other sections of this tariff.
- d. The Commission's local assignment and the 511 Service Provider's use of the 511 abbreviated dialing code is subject to preemption by the Federal Communications Commission. The Company shall not be liable to the 511 Service Provider for any damages the 511 Service Provider may incur that results from a national assignment of the 511 abbreviated dialing code.
- e. The Company will make every effort to route 511 calls to the appropriate 511 Service Provider calling center, however, the Company will not be held responsible for routing mistakes or errors.

11.5.5 OTHER TERMS AND CONDITIONS

- a. The 511 Service will not provide calling number information in real time to the 511 Provider. If this type of information is required, the 511 Provider must subscribe to compatible Caller ID service as described in Section 8 of this tariff. The Caller ID service will only provide calling number information as described in Section 8 of this tariff.
- b. The 511 Service is provided for the benefit of the 511 Provider. The provision of the 511 Service by the Company shall not be interpreted, constructed or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the 511 Provider.
- c. A written notice will be sent to the 511 Provider following oral notification when its 511 Service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of abbreviated dialing codes. If after notification the 511 Provider makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the 511 Provider is unwilling to accept the modifications, or if the 511 Provider continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measures, up to and including termination of service.
- d. In an emergency situation as determined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures, up to and including termination of service.

LOCAL EXCHANGE SERVICES

(Z)

11. FCC DESIGNATED N11 SERVICES

(Z)

11.5 511 SERVICE FOR TRAVEL INFORMATION SERVICES (Cont'd)**11.5.6 RATES AND CHARGES**

- a. A Central Office Charge applies for each Company host central office out of which the 511 Provider orders 511 Service, as follows:
 - (1) When a Company local exchange is served by more than one host central office, a Central Office Charge is applicable for each host central office in that local exchange.
 - (2) If the 511 Provider establishes 511 Service in multiple Company local exchanges served by the same host central office, only one Central Office Charge applies. However, the full Central Office Charge applies whether or not the 511 Provider requests 511 Service in all the Company local exchanges served by that host central office.
- b. An Exclusion Charge applies for the establishment of 511 Service as follows:
 - (1) When the 511 Provider does not make simultaneous applications to establish 511 Service in every Company local exchange served by a host central office, the 511 Provider must pay an Exclusion Charge for each Company local exchange served by the host central office where 511 Service is not established.
 - (2) When a Company local exchange is once excluded, but the 511 Provider later makes application to establish 511 Service in the Company local exchange, then an Exclusion Charge again applies for each local exchange that continues to be excluded.
 - (3) When the 511 Provider requests a different telephone number be translated to the 511 abbreviated dialing code in a participating central office than the telephone number translated to the 511 abbreviated dialing code in the host central office.

LOCAL EXCHANGE SERVICES

(Z)

11. FCC DESIGNATED N11 SERVICES

(Z)

11.5 511 SERVICE FOR TRAVEL INFORMATION SERVICES (Cont'd)**11.5.6 RATES AND CHARGES** (Cont'd)

- c. A Number Change Charge applies when the 511 Provider established service or applies to change the telephone number into which the 511 abbreviated dialing code is translated. The Number Change Charge is applied on a per telephone number, per host central office basis.
- d. When translating the seven or ten digit number to the 511 abbreviated dialing code, applicable Service Ordering Charges as specified in Section 4 of this tariff will apply as follows, in addition to the rates listed in Section 11.5.6.F below.
- (1) A business rate Secondary Service Order Charge, per order, as found in Section 4 of this tariff.
- e. The minimum service period for 511 Service is one month.
- f. Rates:

| | Current Nonrecurring <u>Charge</u> | Maximum Nonrecurring <u>Charge</u> |
|--|--|--|
| Central Office Charge (per host Central Office) | \$ 250.00 | \$1000.00 |
| Exclusion Charge (per Exchange) | 325.00 | 1300.00 |
| Number Change Charge (per telephone number) | 50.00 | 200.00 |

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12. CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS

(Z)

12.1 GENERAL

- a. Customer-provided terminal equipment and communications systems may be used with the facilities of the Company for telecommunications services as provided in the following paragraphs. In all such cases, the customer-provided terminal equipment or communications systems will be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- b. Customer-provided accessories may be used with the facilities of the Company for telecommunications service provided that such accessories comply with provisions specified in 12.1.d and 12.1.h following.
- c. Where telecommunications service is available under this tariff for use in connection with customer-provided terminal equipment, protective circuitry or communications systems, the operating characteristics of such equipment or systems shall be such as not to interfere with any of the services offered by the Company. Such use is subject to the further provisions that the customer-provided equipment or systems does not endanger the safety of Company employees or the public; such use should also not damage, require change in or alteration of, the equipment or other facilities of the Company; interfere with the proper functioning of such equipment or facilities; impair the operation of the telecommunications system or otherwise injure the public in its use of the Company's service. Upon notice from the Company that the customer-provided equipment or systems are causing or are likely to cause such hazard or interference, the customer shall make such change as shall be necessary to remove or prevent such hazard or interference. The customer shall be responsible for the payment of Company charges, for visits by the Company to the customer's premises where a service difficulty or trouble report results from customer-provided equipment or systems.
- d. The Company shall not be responsible for the installation, operation or maintenance of any customer-provided terminal equipment, protective circuitry or communications systems. Telecommunications service is not represented as adapted to the use of customer-provided terminal equipment or systems. Where such are connected to Company facilities, the responsibility of the Company shall be limited to the furnishing of facilities suitable for telecommunications service and to the maintenance and operation of such facilities in a manner proper for such telecommunications service. Subject to this responsibility, the Company shall not be responsible for (1) the through transmission of signals generated by the customer-provided equipment, protective circuitry or systems or for the quality of, or defects in, transmission or (2) the reception of signals by customer-provided equipment, protective circuitry or systems.
- e. The Company will not be responsible to the subscriber or otherwise, if changes in the Company's telecommunication facilities, equipment, operations or procedures renders the customer-provided terminal equipment, protective circuitry or communications systems obsolete or require modification or alteration of such equipment. The Company will give at least ninety (90) days notice in writing if such changes can reasonably be expected to occur, allowing the customer an opportunity to maintain uninterrupted service.
- f. The Company will not be responsible for any loss or damage, nor for any impairment or failure of the service, arising from or in connection with the use of facilities of customers and not caused solely by the negligence of the Company.

LOCAL EXCHANGE SERVICES

(Z)

12. CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS

(Z)

12.1 GENERAL (Cont'd)

- g. Satisfactory performance of the telecommunications network requires continuing functional compatibility of the network control signals and the switching equipment involved. To assure such continuing compatibility, network signaling in the furnishing of telecommunications service shall be performed by equipment furnished, installed and maintained by the Company unless the customer-provided terminal equipment or protective circuitry meet the requirements of Part 68 of the FCC Rules and Regulations.
- h. Where any customer-provided equipment, protective circuitry or telecommunications systems are used with telecommunications service in violation of any of the provisions in this tariff, the Company will take such immediate action as is necessary for the protection of its services and will promptly notify the customer of the violation. The customer shall discontinue such use of the equipment or systems or correct the violation and shall confirm in writing to the Company within ten (10) days, following the receipt of written notice from the Company, that such use has ceased or that the violation has been corrected. Failure of the customer to discontinue such use or to correct the violation or to give the required written confirmation to the Company within the time stated above shall result in termination of the customer's service until such time as the customer complies with the provisions of this tariff.
- i. Customer-provided terminal equipment or communications systems which serve a location which the Company considers impracticable because of hazard or inaccessibility may be connected with telecommunications service only by means of connecting equipment furnished by the Company (unless the customer-provided terminal equipment, communications systems, protective circuitry or premises wiring meets the requirements of Part 68 of the FCC Rules and Regulations).
- j. The customer does not hold the Company liable for claims for infringement of patents arising from combining such equipment or systems with, or using it in connection with, facilities of the Company, and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.
- k. The customer must provide all the electrical power necessary for the operation of customer-provided communications systems, equipment and associated lines to the point of interconnection.
- l. The customer must provide and install all wiring from the point of connection with Company facilities and will make the actual connection to the Company facilities.
- m. Terminal equipment or protective circuitry lawfully connected directly to the Company's exchange facilities in each exchange as of June 1, 1978, where compatible, may continue to be connected for the life of the equipment in the same or a compatible exchange without being registered, unless subsequently modified.
 - (1) Entire PBX or key telephone systems, including their equipment premises wiring and protective apparatus (if any), lawfully connected directly to the Company's exchange facilities, in each exchange as of June 1, 1978, may continue to be connected for the life of the equipment in the same or a compatible exchange without being registered, unless subsequently modified. Additions to such systems may be made up to January 1, 1980, without registration of any additional equipment involved provided that:

LOCAL EXCHANGE SERVICES

(Z)

12. CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS

(Z)

12.1 GENERAL (Cont'd)

- m. Terminal equipment or protective circuitry... (Cont'd)
- (1) Entire PBX or key telephone systems... (Cont'd)
- (a) Any premises wiring added conforms to Part 68 of the FCC Rules and Regulations,
- (b) Any equipment added is of a type directly connected to the telephone network as of June 1, 1978.
- Changes to PBX or key telephone systems covered in this paragraph may only be made by the manufacturer of the PBX or key telephone system, or a duly authorized agent of the manufacturer.
- n. Terminal equipment and protective circuitry of a type lawfully connected directly to the Company's exchange facilities in each exchange as of June 1, 1978, where compatible, may be connected thereafter in the same or compatible exchange until January 1, 1980, at which time all terminal equipment and protective circuitry, other than terminal equipment and protective circuitry covered in p. following, must be registered in accordance with Part 68 of the FCC Rules and Regulations.
- (1) PBX or key telephone systems of a type lawfully connected directly to the Company's exchange facilities in each exchange as of June 1, 1978, where compatible, may be connected after June 1, 1978, in the same or compatible exchange until January 1, 1980, at which time all PBX or key telephone systems covered in p.(1) following, must be registered in accordance with Part 68 of the FCC Rules and Regulations. All premises wiring must conform to rules specified in Part 68 of the FCC Rules and Regulations. Changes to PBX or key telephone systems covered in this paragraph may only be made by the manufacturer of the PBX or key telephone systems or a duly authorized agent of the manufacturer.
- o. Terminal equipment and protective circuitry, and PBX or key telephone systems, of a type not lawfully connected directly to the Company's exchange facilities in each exchange on June 1, 1978, where compatible, may be directly connected after January 1, 1980, in the same or a compatible exchange only if the customer-provided terminal equipment, protective circuitry or PBX or key telephone systems has been registered in accordance with Part 68 of the FCC Rules and Regulations.
- (1) PBX or key telephone systems of a type lawfully connected directly to the Company's exchange facilities in each exchange as of June 1, 1978, or registered in accordance with Part 68 of the FCC Rules and Regulations, and are presently connected to the Company's exchange facilities by protective apparatus, may remove such protective apparatus and connect directly if the following conditions are met:
- (a) Any premises wiring whose classification is changed thereby is qualified as if newly installed under Part 68 of the FCC Rules and Regulations.
- (b) All equipment in the system are of a type directly connected to the telephone network as of June 1, 1978, or are registered in accordance with Part 68 of the FCC Rules and Regulations.

LOCAL EXCHANGE SERVICES

(Z)

12. CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS

(Z)

12.1 GENERAL (Cont'd)

- p. Terminal equipment not registered nor grandfathered in accordance with Part 68 of the FCC Rules and Regulations may be connected to the network pursuant to the tariff provisions in effect prior to June 1, 1978, requiring the use of a Company-provided network control signaling unit and connecting arrangement or customer-provided protective circuitry registered in accordance with Part 68 of the FCC Rules and Regulations.
- (1) Customer-provided key telephone instruments may not be connected to Company equipment or services either directly or through customer or Company-provided registered or grandfathered protective circuitry.
- q. The Company will not be liable for damages arising out of injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by the customer-provided terminal equipment or protective circuitry.
- r. When the customer elects to provide the station instrument in conjunction with individual line service, the Company may provide one (1) Company-provided ringer (or other device with line test capability) to the line when necessary to provide line test capability.
- s. Customers may be required to notify the Company that they wish to connect customer-provided terminal equipment or protective circuitry to the telephone network before such connection is made. The Company may require the customer to provide the following:
- (1) The FCC Registration Number.
- (2) The Ringer Equivalence Number.
- (3) Other information that may be required to assure the compatibility of the equipment.
- (4) USOC code for jack required or plug description.
- (5) The line or lines to which it will be connected.
- t. Customers who wish to connect equipment which had been directly connected or equipment of a type which had been directly connected prior to the effective dates of the FCC Order may be required to notify the Company that they wish to connect such equipment prior to connection. The Company may require the customer to provide the following:
- (1) Manufacturer's Name
- (a) Normally, the manufacturer's name is imprinted on the base of the equipment.

LOCAL EXCHANGE SERVICES

(Z)

12. CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS

(Z)

12.1 GENERAL (Cont'd)

- t. Customers who wish to connect... (Cont'd)
- (2) Model Number and Description
 - (a) The model number is helpful on ancillary devices to identify the device.
 - (b) If a particular model number is not on the acceptable list, but it is of an acceptable manufacturer, the Company will provide the interconnection for the device.
 - (3) Description of Plug for Connection
 - (a) If the plug is not compatible with the standard Company-provided jack, the customer must obtain and equip his apparatus with a compatible plug or cord before the equipment can be connected.
 - (4) It should be recognized that the list of acceptable non-registered equipment is a summary of all known equipment currently in use and connected to the network throughout the telephone industry and that unacceptable items will be the exception.
 - (5) It should be clearly understood that the provision of jacks by the Company does not guarantee that the customer-owned device will function. It is the customer's responsibility to be sure his device being connected is in proper working order.
 - (6) The Company is not responsible for checking ringers, removing or replacing cords or in any way modifying a customer-owned device.
- u. When determination has been made that customer-provided equipment is causing harm to the telephone network, the Company shall notify the customer by the most expedient means that a temporary discontinuance of service is required. However, where prior notice is not practical, the Company shall discontinue service without notice if the circumstances deem it necessary.
- v. When it is determined that customer-provided equipment has been connected without authorization, the following procedures will be followed:
- (1) Taking whatever action that is necessary to protect the network.
 - (2) Notifying the customer in writing of the violation.
 - (3) Giving the customer ten (10) days to correct the situation and provide confirmation in writing that the violation has been corrected.
 - (4) Informing the customer of the complaint procedures as provided by the FCC.

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12. CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS

(Z)

12.2 CUSTOMER-PROVIDED TERMINAL EQUIPMENT**12.2.1 VOICE TRANSMITTING AND/OR RECEIVING TERMINAL EQUIPMENT****a. Direct Electrical Connections**

Customer-provided voice transmitting and/or receiving terminal equipment which involves direct electrical connection to the facilities furnished by the Company for telecommunications service may be used with such facilities in accordance with (1) and (2) following, except where otherwise specified in this tariff.

(1) The connection shall be made through a Company network control signaling unit (except customer-provided tone-type address signaling through a Company-provided connecting arrangement or through customer-provided equipment which affects connections externally to a Company network control signaling unit by means of an acoustic or inductive connection) and a connecting arrangement which shall be furnished, installed and maintained by the Company as specified in this tariff.

(2) To protect the telecommunications network and the services furnished to the general public by the Company from harmful effects, the customer-provided voice transmitting equipment must comply with the following minimum network protection criteria:

(a) To prevent excessive noise and crosstalk in the network it is necessary that the power of the signal at the central office not exceed 12 db below one (1) milliwatt when averaged over any three (3) second interval. To insure that this limit is not exceeded, the power of the signal which may be applied by the customer-provided equipment to the Company interface located on the customer's premises will be specified for each type of connecting arrangement, but in no case shall it exceed 7 db below one (1) milliwatt, averaged over any three (3) second interval.

(b) To protect other services it is necessary that the signal which is applied by the customer-provided equipment meet the following limits:

(1) The power in the band from 3,995 Hertz to 4,005 Hertz shall be at least 18 db below the power of the signal as specified in Section 12.2.1.a(2)(a)preceding.

(2) The power in the band from 4,000 Hertz to 10,000 Hertz shall not exceed 16 db below one (1) milliwatt.

(3) The power in the band from 10,000 Hertz to 25,000 Hertz shall not exceed 24 db below one (1) milliwatt.

(4) The power in the band from 25,000 Hertz to 40,000 Hertz shall not exceed 36 db below one (1) milliwatt.

(5) The power in the band above 40,000 Hertz shall not exceed 50 db below one (1) milliwatt.

(c) To prevent the interruption or disconnection of a call or interference with network control signaling, it is necessary that the signal applied by the customer-provided equipment at no time have energy solely in the 2450 to 2750 Hertz band. If signal power is in the 2450 to 2750 Hertz band, it must not exceed the power present at the same time in the 800 to 2450 Hertz band.

LOCAL EXCHANGE SERVICES

(Z)

12. CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS

(Z)

12.2 CUSTOMER-PROVIDED TERMINAL EQUIPMENT (Cont'd)**12.2.1 VOICE TRANSMITTING AND/OR RECEIVING TERMINAL EQUIPMENT (Cont'd)****b. Acoustic, Inductive Connections**

- (1) Customer-provided voice transmitting and/or receiving equipment may be acoustically or inductively connected with Company facilities for telecommunications services provided the acoustic or inductive connection is made externally to a Company network control signaling unit.
- (2) To protect the telecommunications network and the services furnished to the general public by the Company from the harmful effects, the customer-provided voice transmitting equipment must comply with the following minimum network protection criteria:
 - (a) To prevent excessive noise and crosstalk in the network, it is necessary that the power of the signal which is applied by the customer-provided equipment to the network control signaling unit located on the customer's premises be limited so that the signal power at the output of the network control signaling unit (i.e., at the input to the Company line) does not exceed 9 db below one (1) milliwatt when averaged over any three (3) second interval.
 - (b) To protect other services, it is necessary that the signal which is applied by the customer-provided equipment to the network control signaling unit located on the customer's premises meet the following limits at the output of the network control signaling unit (i.e., at the input to the Company line):
 - (1) The power in the band from 3,995 to 4,005 Hertz shall be at least 18 db below the power of the signal as specified in Section 12.2.1.b(2)(a) preceding.
 - (2) The power in the band from 4,000 to 10,000 Hertz shall not exceed 16 db below one (1) milliwatt.
 - (3) The power in the band from 10,000 to 25,000 Hertz shall not exceed 24 db below one (1) milliwatt.
 - (4) The power in the band from 25,000 to 40,000 Hertz shall not exceed 36 db below one (1) milliwatt.
 - (5) The power in the band above 40,000 Hertz shall not exceed 50 db below one (1) milliwatt.
 - (c) To prevent the interruption or disconnection of a call or interferences with network control signaling, it is necessary that the signal applied by the customer-provided equipment to the network control signaling unit located on the customer's premises be limited so that the signal at the output of the network control signaling unit (i.e., at the input to the Company line) shall at no time have energy solely in the 2450 to 2750 Hertz band. If there is signal power at the output of the network control signaling unit in the 2450 to 2750 Hertz band, it must not exceed the power present at the same time in the 800 to 2450 Hertz band.

LOCAL EXCHANGE SERVICES

(Z)

12. CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS

(Z)

12.2 CUSTOMER-PROVIDED TERMINAL EQUIPMENT (Cont'd)**12.2.1 VOICE TRANSMITTING AND/OR RECEIVING TERMINAL EQUIPMENT** (Cont'd)**b. Acoustic, Inductive Connections** (Cont'd)

- (3) Accessories: Customer-provided accessories may be used with the facilities furnished by the Company for telecommunications service.
- (4) Direct Electrical Connection: Where the use of any customer-provided terminal equipment as specified in these regulations involves direct electrical connection to the facilities furnished by the Company.

c. Connection of FCC Registered Equipment

- (1) FCC registered terminal equipment, protective circuitry, data equipment or communications systems may be directly connected to the Company's exchange facilities in accordance with (a) through (g) following:
 - (a) Customer-provided terminal equipment, protective circuitry, data equipment or communications systems directly connected to exchange facilities must be registered in accordance with Part 68 of the FCC Rules and Regulations.
 - (b) Customer-provided terminal equipment, protective circuitry, data equipment or communications systems connected to exchange facilities, (except for Company-provided ringers or other line test devices) shall be made through standard plugs and standard Company-provided jacks so as to allow for easy and immediate connection or disconnection. Standards for plugs and jacks are as specified in Part 68 of the FCC Rules and Regulations.
 - (c) One (1) Company-provided ringer (or other device with line test capability) may be connected to the line at the discretion of the Company.
 - (d) Customers desiring to connect terminal equipment, protective circuitry, data equipment or communications systems to the Company's exchange facilities, before such connection is made, may require the customer to provide the following:
 - (1) The FCC Registration Number.
 - (2) The Ringer Equivalence Number of the registered terminal equipment or registered protective circuitry.
 - (3) The line number or directory number to which the terminal equipment, protective circuitry, data equipment or communications systems, will be connected.
 - (4) Other such information that may be required to assure the compatibility of the connected equipment.

LOCAL EXCHANGE SERVICES

(Z)

12. CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS

(Z)

12.2 CUSTOMER-PROVIDED TERMINAL EQUIPMENT (Cont'd)**12.2.1 VOICE TRANSMITTING AND/OR RECEIVING TERMINAL EQUIPMENT (Cont'd)****c. Connection of FCC Registered Equipment (Cont'd)****(1) (Cont'd)****(d) (Cont'd)**

- (5) The Company will maintain a written record of the information provided by the customer. A customer who fails to notify the Company of such connection or is otherwise in violation of Part 68 of the FCC Rules and Regulations will be subject to disconnection from the particular line or directory number(s).

- (e) Customers shall give notice to the Company upon final disconnection of customer-provided terminal equipment, protective circuitry, data equipment or communications systems from the particular line or directory number(s).

- (f) In the event customer-provided terminal equipment or protective circuitry causes harm to the network, the Company will, where practicable, notify the customer that temporary discontinuance of service may be required. However, where prior notice is not practicable, the Company will, (1) promptly notify the customer of such temporary discontinuance, (2) afford the customer the opportunity to correct the situation which gave rise to the temporary discontinuance, and (3) inform the customer of his right to bring a complaint to the FCC pursuant to the procedures set forth in Part 68 of the FCC Rules and Regulations.

- (g) Technical information concerning interface parameters sufficient to allow the customer to properly inter-connect his terminal equipment, including the number of ringers which may be connected to a particular line, shall be provided by the Company upon request.

(2) Connections Involving National Defense and Security

- (a) In certain cases Part 68 of the FCC Rules and Regulations permit the connection of non-Registered terminal equipment or communications systems to the telecommunications network, provided that:

The Secretary of Defense, the head of any other governmental department (having requisite Federal Communications Commission approval) or their authorized representative certifies in writing to the Company that:

- (1) The connection is required in the interest of national defense and security;
- (2) The equipment to be connected either complies with the technical requirements of Part 68 of the FCC Rules and Regulations or will not cause harm to the telecommunications network or Company employees; and
- (3) The work is supervised by an installation supervisor who meets the qualifications stated in Part 68 of the FCC Rules and Regulations.

LOCAL EXCHANGE SERVICES

(Z)

12. CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS

(Z)

12.2 CUSTOMER-PROVIDED TERMINAL EQUIPMENT (Cont'd)**12.2.2 U.S. GOVERNMENT EXECUTIVE DEPARTMENTS AND AGENCIES**

Equipment of a department or agency of the Executive Branch of the U.S. Government used for the purpose of disguising or concealing the contents or meaning of communications may be connected to Company facilities subject to the regulations and conditions stated below.

a. The head of the department or agency whose equipment is to be connected or his authorized representative, shall notify the Company in writing that such connection is necessary to safeguard official information which requires protection in the interest of national defense or other confidential official information disclosure of which to unauthorized persons would be detrimental to the public interest.

b. The connection shall be made by means of connecting equipment arrangements.

NOTE: Except as provided elsewhere in this tariff (especially in Section 12.2.1.c(1)(g) preceding) facilities of the Company will be connected to facilities of the U.S. Government Agencies as specified above.

12.2.3 CONNECTION OF CUSTOMER-PROVIDED VOICE TRANSMITTING AND/OR RECEIVING TERMINAL EQUIPMENT FOR RECORDING OF TWO-WAY TELEPHONE CONVERSATIONS**a. Regulations****(1) General**

Telecommunications service furnished by the Company is not represented as adapted to the recording of telephone conversations. However, customer-provided recording equipment may be used in connection with telecommunications service subject to the following conditions:

(a) Connection of customer-provided voice recording equipment with facilities of the Company for the recording of two-way telephone conversations is permitted only by means of a direct electrical connection through a connecting arrangement which contains a recorder tone device automatically producing a distinctive recorder tone that is repeated at intervals of approximately fifteen (15) seconds when the recording equipment is in use. Recorder connector equipment which does not contain the automatic recorder tone device may be furnished to public fire and police departments for use on central office lines assigned exclusively for the receipt of local or intrastate fire and police calls and attended at all times for such purpose provided that the fire and police departments certify these conditions will be observed.

In lieu of the above arrangement, connection may be made through a portable direct electrical connecting arrangement. The portable connecting arrangement shall be connected with the access line through jacks installed by the Company on each line or at each station used for recording purposes, except that where recording is done at a cord switchboard, a portable jack box supplied and maintained by the Company may be used.

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12.2 CUSTOMER-PROVIDED TERMINAL EQUIPMENT (Cont'd)**12.2.3 CONNECTION OF CUSTOMER-PROVIDED VOICE TRANSMITTING AND/OR RECEIVING
TERMINAL EQUIPMENT FOR RECORDING OF TWO-WAY TELEPHONE
CONVERSATIONS (Cont'd)****a. Regulations (Cont'd)****(1) General (Cont'd)**

- (a) The customer-provided voice recording equipment must comply with the minimum network protection criteria set forth for direct electrical connection of customer-provided voice terminal equipment in Section 12.2.1.a(2) preceding.

(2) Basis of Connection

- (a) Connecting equipment as referred to in (1) preceding is available for use with local, PBX, ABC, Long Distance (Local Toll) Message Telecommunications Service and Wide Area Telecommunications access lines, except that connecting equipment used for unattended operation is only available where full selective ringing is employed.
- (b) The customer-provided equipment connected as provided in (1) preceding shall not be used to interconnect any line or channel of the Company with any other communications line or channel of the Company or of any other person, except as expressly authorized in Section 2 of this tariff.
- (c) The customer-provided equipment may be connected with facilities of the Company only when and for so long as the customer furnishes a sufficient number of such equipment and subscribes to a sufficient number of access lines to handle adequately the volume of telephone calls received without interfering with any of the services offered by the Company. Such customer-provided equipment is not to be used for time-of-day, weather reports or other similar announcements which induce a large volume of telephone calls to be directed to the customer at or about the same time resulting in, preventing, obstructing or delaying the telephone service of others. In the event that the use of customer-provided equipment causes such interference, the Company shall have the right to discontinue service without prior notification to the customer.

Exception: The distinctive or recorder beep tone need not be produced when the recording equipment is used by the United States Secret Service of the Department of the Treasury to record two-way telephone conversations which concern the safety and security of the person of the President of the United States, members of his immediate family or the White House and its grounds. (Filed in compliance with FCC order adopted 1-2-75). Further, the elimination of the recorder beep tone is extended to the Department of Defense for recording two-way conversations over a Private Line Network in defense of the country. (Filed in compliance with FCC order adopted 5-24-76).

LOCAL EXCHANGE SERVICES (Z)**12. CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS** (Z)**12.2 CUSTOMER-PROVIDED TERMINAL EQUIPMENT** (Cont'd)**12.2.4 ALARM DETECTION AND REPORTING EQUIPMENT****a. Regulations****(1) General**

- (a) Connection of customer-provided alarm detecting and reporting equipment with the facilities of the Company shall be made only through an alarm coupler. The alarm coupler consists of a one-way interface unit which, in response to a signal from the customer's device, seizes the telephone line, transmits dial pulses corresponding to a predetermined telephone number and a prerecorded voice alarm report originated by the customer's device to the line and disconnects at the end of the report.
- (b) The alarm coupler is furnished for use in connection with telephones associated with individual lines or dial PBX and ABC station lines.
- (c) The alarm coupler is furnished only for the purpose of reporting a condition or result of an operation of customer-provided equipment with which it is associated and shall not be used to connect any other customer-provided equipment with Company facilities.
- (d) Customer-provided alarm detection and reporting equipment connected through an alarm coupler shall not be used to interconnect any line or channel of the Company with any other line or channel of the Company or any other person.

12.2.5 DATA TRANSMITTING AND/OR RECEIVING TERMINAL EQUIPMENT

Customer-provided data transmitting and/or receiving equipment (including telephotograph equipment) which involves direct electrical connection to the facilities furnished by the Company may be used with such facilities for telecommunications service either through a data set or data access arrangement, as described below in a. and b. following. Use of such service is on a two-point basis.

a. Data Set

Where the customer elects to use customer-provided data transmitting and/or receiving terminal equipment with a data set, the data set shall perform the functions of:

- (1) Network control signaling (except customer-provided tone-type address signaling through a Company-provided connecting arrangement, or through customer-provided equipment which affects connections externally to a Company network control signaling unit by means of an acoustic or inductive connection).

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12.2 CUSTOMER-PROVIDED TERMINAL EQUIPMENT (Cont'd)**12.2.5 DATA TRANSMITTING AND/OR RECEIVING TERMINAL EQUIPMENT (Cont'd)****a. Data Set (Cont'd)**

Where the customer elects... (Cont'd)

- (2) Conditioning the data signals generated by the customer-provided equipment to signals suitable for transmission by means of Company facilities.
- (3) Conditioning signals transmitted by means of Company facilities to data signals suitable for reception by customer-provided equipment.
- (4) Teletypewriter equipment, when used with a data set, may be provided by the customer.

b. Data Access Arrangement**(1) Network Protection Criteria**

Where the customer elects to use customer-provided data transmitting and/or receiving terminal equipment through a data access arrangement:

- (a) The customer shall furnish the equipment which performs the functions of data signal conditioning referred to under Sections 12.2.5.a(2) and 12.2.5.a(3) preceding.
- (b) To protect the telecommunications network and the services furnished to the general public by the Company from harmful effects, the customer-provided data transmitting equipment must comply with the following minimum network protection criteria:
 - (1) To prevent excessive noise and crosstalk in the network, it is necessary that the power of the signal at the central office shall not exceed 12 db below one (1) milliwatt when averaged over any three (3) second interval. To permit each customer, independent of distance from the central office, to supply signal power which approximates the 12 db below one (1) milliwatt limit at the central office, the power of the signal which may be applied by the customer-provided equipment to the Company interface located on the customer's premises will be specified for each customer's location, but in no case shall it exceed one (1) milliwatt.
 - (2) To protect other services, it is necessary that the signal which is applied by the customer-provided equipment to the Company interface located on the customer's premises meet the following limits:
 - (a) The power in the band from 3,995 Hertz to 4,005 Hertz shall be at least 18 db below the power of the signal as specified in Section 12.2.5.b.(1)(b)(1) preceding.
 - (b) The power in the band from 4,000 Hertz to 10,000 Hertz shall not exceed 16 db below one (1) milliwatt.

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(c) The power in the band from 10,000 Hertz to 25,000 Hertz shall not exceed 24 db below one (1) milliwatt.

(d) The power in the band from 25,000 Hertz to 40,000 Hertz shall not exceed 36 db below one (1) milliwatt.

(e) The power in the band above 40,000 Hertz shall not exceed 50 db below one (1) milliwatt.

(3) To prevent the interruption or disconnection of a call or interference with network control signaling, it is necessary that the signal applied by the customer-provided equipment to the Company interface located on the customer's premises shall at no time have energy solely in the 2450 to 2750 Hertz band. If signal power is in the 2450 to 2750 Hertz band, it must not exceed the power present at the same time in the 800 to 2450 Hertz band.

c. Acoustic, Inductive Connections

(1) Customer-provided data transmitting and/or receiving terminal equipment (including telephotograph equipment) may be acoustically or inductively connected with Company facilities for telecommunications service provided the acoustic or inductive connection is made externally to a Company network control signaling unit. Use of such service is on a two-point basis.

(2) To protect the telecommunications network and the services furnished to the general public by the Company from harmful effects, the customer-provided data transmitting equipment must comply with the following minimum network protection criteria:

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12.2 CUSTOMER-PROVIDED TERMINAL EQUIPMENT (Cont'd)**12.2.5 DATA TRANSMITTING AND/OR RECEIVING TERMINAL EQUIPMENT (Cont'd)****c. Acoustic, Inductive Connections (Cont'd)****(2) (Cont'd)**

- (a) To prevent excessive noise and crosstalk in the network, it is necessary that the power of the signal which is applied by the customer-provided equipment to the network control signaling unit located on the customer's premises be limited so that the signal power at the output of the network control signaling unit (i.e., at the input to the Company line) does not exceed 9 db below one (1) milliwatt when averaged over any three (3) second interval. However, to permit each customer, independent of distance from the central office, to supply signal power which at the central office approximates 12 db below one (1) milliwatt when averaged over any three (3) second interval, the Company, at the customer's request, will specify, for each exchange service and WATS access line terminating at a customer location, the signal power at the output of the network control signaling unit (i.e., at the input to the Company line), which shall in no case exceed one (1) milliwatt.
- (b) To protect other services, it is necessary that the signal which is applied by the customer-provided equipment to the network control signaling unit located on the customer's premises meet the following limits as the output of the network control signaling unit (i.e., at the input to the Company line):
 - (1) The power in the band from 3,995 Hertz to 4,005 Hertz shall be at least 18 db below the power of the signal as specified in Section 12.2.5.c(2)(a) preceding.
 - (2) The power in the band from 4,000 Hertz to 10,000 Hertz shall not exceed 16 db below one (1) milliwatt.
 - (3) The power in the band from 10,000 Hertz to 25,000 Hertz shall not exceed 24 db below one (1) milliwatt.
 - (4) The power in the band from 25,000 Hertz to 40,000 Hertz shall not exceed 36 db below one (1) milliwatt.
 - (5) The power in the band above 40,000 Hertz shall not exceed 50 db below one (1) milliwatt.
- (c) To prevent the interruption or disconnection of a call or interference with network control signaling, it is necessary that the signal applied by the customer-provided equipment to the network control signaling unit located on the customer's premises be limited so that the signal at the output of the network control signaling unit (i.e., at the input to the Company line) shall at no time have energy solely in the 2450 to 2750 Hertz band. If there is signal power at the output of the network control signaling unit in the 2450 to 2750 Hertz band, it must not exceed the power present at the same time in the 800 to 2450 Hertz band.

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12.2 CUSTOMER-PROVIDED TERMINAL EQUIPMENT (Cont'd)**12.2.5 DATA TRANSMITTING AND/OR RECEIVING TERMINAL EQUIPMENT** (Cont'd)**c. Acoustic, Inductive Connections** (Cont'd)

- (3) Where acoustic or inductive connections are made at locations specified by the customer, the minimum network protection criteria will be as specified in Section 12.2.5.c.(2)(a) preceding. To meet these criteria, the Company will upon request specify the level of signal power at the output of the network control signaling unit. Section 12.2.5.c.(4) following specifies when charges will apply for visits to the premises of a customer who requests such measurements.
- (4) Where, at the request of the customer, the network protection criteria as specified in Section 12.2.5.c.(2)(a) preceding are to be used at a specific location in connection with customer-provided acoustic or inductive connected data terminals, a non-recurring charge of \$10.00 (VCA) applies to each exchange service or WATS access line requiring the establishment of signal power levels at the output of the network control signaling unit during a visit to the customer's premises. This charge does not apply if this work is performed at the time the subscriber's exchange service or WATS access line is installed.

12.3 CUSTOMER-PROVIDED COMMUNICATIONS SYSTEMS**12.3.1 APPLICATION**

Except as provided for elsewhere in this tariff, the connection of customer-provided communications systems will be in accordance with the following provisions.

- a. Customer-provided communications systems may be connected at a service point of the customer on a voice grade basis with telecommunications service furnished by the Company, either through a network control signaling unit and connecting arrangements or as otherwise specified in this tariff, furnished, installed and maintained by the Company or through customer-provided equipment which affects such connections externally to a Company network control signaling unit by means of an acoustic or inductive connection for transmitting and/or receiving. The customer-provided systems shall comply with the minimum network protection criteria contained in Section 12.3.7 following.
 - (1) Where the connection of the Customer-Provided Communications Systems involves direct electrical connection to the facilities furnished by the Company for telecommunications service, such connection shall also be made through switching equipment provided by the customer.
 - (2) The provisions relating to minimum network protection criteria set forth in Section 12.2.1.a.(2) preceding shall apply, as appropriate, to the connection of Customer-Provided Communications Systems.

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12.3 CUSTOMER-PROVIDED COMMUNICATIONS SYSTEMS (Cont'd)**12.3.2 PUBLIC ADDRESS AND LOUDSPEAKER OR RADIO PAGING SYSTEMS*****a. Regulations****(1) General**

Customer-Provided Public Address or Loudspeaker Paging Systems, which include amplifiers, receiving speakers and associated wiring used to transmit paging messages or announcements in one (1) direction only, may be used in connection with Company facilities furnished for PBX and Key Telephone Systems.

Customer-Provided radio Paging Systems used to transmit voice paging messages or announcements or code signaling tones, in one (1) direction only, may be used in connection with Company facilities furnished for PBX.

Connection of the above Customer-Provided Public Address and Paging Systems are subject to the following conditions.

(a) Connection with Company Facilities

- (1) Connection of Customer-Provided Public Address or Loudspeaker Paging Systems with facilities of the Company shall be made only through connecting equipment. The connecting equipment or arrangements will include a connecting block or equivalent to which the customer-Provided Public Address or Loudspeaker Paging Systems will be connected.
- (2) Connection of Customer-Provided Radio Paging Systems with facilities of the Company shall be made only through an Interface Trunk Circuit. This circuit will accept calls from dial PBX stations directly or over dial repeating tie lines from another PBX. Connection of incoming calls from the Local and Long distance (Local toll) Message Telecommunications network must be through the attendant and the attendant must do the necessary dialing. In all cases, transmission is limited to one (1) direction only.
- (3) The Company facilities, when so connected, may be used only to transmit messages or signals to Customer-Provided Public Address and Loudspeaker or Radio Paging Systems. Such Public Address and Loudspeaker or Radio Paging Systems may not be used to originate messages into Company facilities.

At the request of the subscriber the signal and alarm feature will be connected to a time clock for automatic operation. The subscriber will be required to furnish the time clock. The charges for such connections and the modification of the paging equipment will be furnished in accordance with Section 5 of this tariff.

* Except as provided for elsewhere in this tariff, facilities of the Company will be connected to facilities of certain departments of the U. S. Government or other agencies as specified above.

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12.3 CUSTOMER-PROVIDED COMMUNICATIONS SYSTEMS (Cont'd)**12.3.3 U.S. ARMY, NAVY AND AIR FORCE***

- a. Facilities of a telephone system of the U.S. Department of the Army, Navy or Air Force, which serves an establishment operated and administered under the direction of the Department and commanded by authorities of such establishment, may in lieu of provisions contained in Section 12.3.1.a preceding, be connected with facilities of the Company for telecommunications service where the Secretary of Department certifies in writing that reasons of military necessity require that the establishment be served by a telephone system of the Department. In addition, the facilities of a temporary telephone system of such Department located off a permanent establishment of the Department for maneuvers, mobilization tests or technical service tests will be so connected.
- b. Telephone facilities of the U.S. Department of the Army, Navy or Air Force, other than those described in a. preceding, may in lieu of the provisions of Section 12.3.1.a preceding, be connected by means of switching or connecting equipment furnished by the Company, to a PBX switchboard or other telephone switching or terminal equipment, where the Secretary of the Department or his authorized representative notifies the Company in writing that such connection is required for reasons of military necessity. Such Department telephone facilities will be connected with facilities of the Company for telecommunications service only in cases of emergency involving safety of life or property, unless the aforesaid Department facilities are in locations where it is impracticable for the Company to furnish its facilities.

12.3.4 U.S. COAST GUARD AND U.S. ARMY NATIONAL GUARD

- a. Telephone facilities of the U.S. Coast Guard, provided primarily to serve Coast Guard Stations in coastal areas as an aid in saving and protecting life and property, will be connected to facilities of the Company for telecommunications service.
- b. U.S. Army National Guard radio facilities to provide two-way point-to-point communications in times of national disasters or other emergencies, when local or long distance (local toll) facilities of the Company are out of service at or between either of the service points, will be connected to facilities of the Company for telecommunications service.

12.3.5 POWER, PIPE LINE AND RAILROAD COMPANIES *

- a. Telephone facilities of an electric power company or oil, oil products or natural gas pipe line company, or railroad company, provided primarily to communicate with points located along a right-of-way (including premises of such company anywhere in cities, town or villages along the right-of-way) owned or controlled by such company may, in lieu of the provisions of Section 12.3.1.a preceding be connected with facilities furnished by the Company to the same customer, subject to the regulations and conditions stated in Section 12.3.5.a to f inclusive in addition to those specified in Section 12.1 preceding. Such connections will be made by means of switching or connecting equipment furnished by the Company.

* Except as provided for elsewhere in this tariff, facilities of the Company will be connected to facilities of certain departments of the U. S. Government or other agencies as specified above.

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- b. Such customer telephone facilities will be connected to PBX switchboards or other telephone switching or terminal equipment located in the same or different local service areas, for communications with stations and private line facilities associated with said switching or terminal equipment.
- c. Facilities of the Company will be connected for telecommunication service with telephone facilities of the customer.
 - (1) (a) In cases of emergency involving safety of life or property, and
 - (b) In addition, in cases of calls originated by railroad employees under circumstances indicating need for prompt action to secure or maintain the safety, continuity or reliability of railroad service to the public and related to the movement of passengers, mail, property or equipment by railroad, or the repair, maintenance or construction of railroad rights-of-way, structures or equipment.
 - (2) The customer facilities serve locations where it is impracticable because of hazard or inaccessibility for the Company to furnish its facilities; or
 - (3) During an interim period the customer has arranged for replacement of said customer facilities with facilities of the Company.
- d. Telephone circuits of the customer will be connected for telecommunications service only through manual switching equipment or an attendant's position of dial PBX equipment. Such equipment or position may be located at either or both ends of the customer's circuit.
- e. Connection of a customer's telephone circuit as specified in c.(1)(b), (2), or (3) preceding may be established at either end of such circuit, but shall not be established at both ends simultaneously.
- f. Facilities of the Company, when connected with facilities of the customer, will not be used for communications of other than the customer, except that such facilities may be used for the communications of, and be connected with facilities by the Company to other companies which:
 - (1) Are operated with the customer as parts of an integrated electric power, oil, oil products or natural gas system or railroad system under direct or common ownership or control; or

* Except as provided for elsewhere in this tariff, facilities of the Company will be connected to facilities of certain departments of the U. S. Government or other agencies as specified above.

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12.3 CUSTOMER-PROVIDED COMMUNICATIONS SYSTEMS (Cont'd)**12.3.5 POWER, PIPE LINE AND RAILROAD COMPANIES*** (Cont'd)**f. Facilities of the Company,...** (Cont'd)

- (2) Own or operate electric power or pipe line or railroad system jointly with the same customer; or
- (3) Own or operate electric power or pipe line or railroad facilities interconnected with those of the customer.

Company facilities when so connected may be used for telecommunications of other companies specified in (1), (2) or (3) preceding, including calls originated by employees of such companies, only under the circumstances set forth in c.(1) preceding.

12.3.6 FEDERAL AVIATION AGENCY***a. Regulations**

Private mobile systems provided by the Federal Aviation Agency may be connected, by means of portable connection equipment, to Company facilities for telecommunications service.

12.3.7 NETWORK PROTECTION CRITERIA

To protect the telecommunications network and the services furnished to the general public by the Company from harmful effects, the signal from the customer-provided communications systems to the telecommunications network must comply with the following minimum network protection criteria:

- a. Where the customer-provided communications systems are connected with telecommunications service through a connecting arrangement and network control signaling unit, the customer-provided communications systems must comply with the following criteria:
 - (1) To prevent excessive noise and crosstalk in the network, it is necessary that the power of the signal at the central office not exceed 12 db below one (1) milliwatt when averaged over any three (3) second interval. To insure that this limit is not exceeded, the power of the signal which may be applied by the customer-provided equipment will be specified for each type of connecting arrangement, but in no case shall it exceed one (1) milliwatt.

* Except as provided for elsewhere in this tariff, facilities of the Company will be connected to facilities of certain departments of the U. S. Government or other agencies as specified above.

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12.3 CUSTOMER-PROVIDED COMMUNICATIONS SYSTEMS (Cont'd)**12.3.7 NETWORK PROTECTION CRITERIA (Cont'd)**

- a. Where the customer-provided... (Cont'd)
- (2) To protect other services, it is necessary that the signal which is applied by the customer-provided equipment meets the following limits.
- (a) The power in the band from 3,995 to 4,005 Hertz shall be at least 18 db below the power of the signal as specified in Section 12.3.7.(a)(1) preceding.
- (b) The power in the band from 4,000 to 10,000 Hertz shall not exceed 16 db below one (1) milliwatt.
- (c) The power in the band from 10,000 to 25,000 Hertz shall not exceed 24 db below one (1) milliwatt.
- (d) The power in the band from 25,000 Hertz to 40,000 Hertz shall not exceed 36 db below one (1) milliwatt.
- (e) The power in the band above 40,000 Hertz shall not exceed 50 db below one (1) milliwatt.
- (3) To prevent the interruption or disconnection of a call or interference with network control signaling, it is necessary that the signal applied by the customer-provided equipment at no time have energy solely in the 2450 to 2750 Hertz band. If signal power is in the 2450 Hertz band, it must not exceed the power present at the same time in the 800 to 2450 Hertz band.
- b. Where the customer-provided communication systems are connected with telecommunications service through customer-provided equipment which effects such connections externally to a Company network control signaling unit by means of an acoustic or inductive connection for transmitting and/or receiving, the customer-provided communications systems must comply with the following criteria.
- (1) To prevent excessive noise and crosstalk in the network, it is necessary that the power of the signal which is applied by the customer-provided equipment to the network control signaling unit located on the customer's premises be limited so that the signal power at the output of the network control signaling unit (i.e., at the input of the Company line) does not exceed 9 db below one (1) milliwatt when averaged over any three (3) second interval.
- (2) To protect other services, it is necessary that the signal which is applied by the customer-provided equipment to the network control signaling unit of the network control signaling unit (i.e., at the input to the Company line):
- (a) The power in the band from 3,995 Hertz to 4,005 Hertz shall be at least 18 db below the power of the signal as specified in Section 12.3.7.b(1) preceding.

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12.3 CUSTOMER-PROVIDED COMMUNICATIONS SYSTEMS (Cont'd)**12.3.7 NETWORK PROTECTION CRITERIA** (Cont'd)

b. (Cont'd)

(2) (Cont'd)

- (b) The power in the band from 4,000 Hertz to 10,000 Hertz shall not exceed 16 db below one (1) milliwatt.
 - (c) The power in the band from 10,000 Hertz to 25,000 Hertz shall not exceed 24 db below one (1) milliwatt.
 - (d) The power in the band from 25,000 Hertz to 40,000 Hertz shall not exceed 36 db below one (1) milliwatt.
 - (e) The power in the band above 40,000 Hertz shall not exceed 50 db below one (1) milliwatt.
- (3) To prevent the interruption or disconnection of a call or interference with network control signaling, it is necessary that the signal applied by the customer-provided equipment to the network control signaling unit located on the customer's premises be limited so that the signal at the output of the network control signaling unit (i.e., at the input to the Company line) shall at no time have energy solely in the 2450 to 2750 Hertz band. If there is signal power at the output of the network control signaling unit in the 2450 to 2750 Hertz band, it must not exceed the power present at the same time in the 800 to 2450 Hertz band.

12.4 PERSONAL HEARING AIDS

To permit more general use of telephone service by persons with impaired hearing, hearing aids designed to be worn or carried on the person may be used with Company facilities by such persons, subject to the condition that the hearing aids shall pick up incoming speech from the facilities of the Company only by means of inductive or acoustic coupling to the telephone receiver.